

AGREEMENT

Between

THE CITY OF MUSKEGO
MUSKEGO, WISCONSIN

and

THE MUSKEGO POLICE ASSOCIATION

January 1, 2012

through

December 31, 2013

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THE CITY OF MUSKEGO
AND
THE MUSKEGO POLICE ASSOCIATION

This Agreement is made and entered into at the City of Muskego, Wisconsin, by and between the CITY OF MUSKEGO, a municipal corporation, hereinafter referred to as the "Employer" and the MUSKEGO POLICE ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE 1 -- INTENT AND PURPOSE

Section 1. It is the intent that the following Agreement shall be implementation of the provisions of Section 111.70J of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the City of Muskego, the Statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Civil Service Ordinance.

Section 2. Both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that exists between them and to enter into an Agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE 2 -- COOPERATION

Section 1. The Union agrees for its members who are employees of the City of Muskego that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the City of Muskego and its interest, and that they will cooperate in promoting and advancing the welfare of the City of Muskego and service at all times. For the mutual benefit of both the employees and the City of Muskego, the Union further agrees to cooperate with the City of Muskego and actively participate in the promotion and operation of an effective safety and job training program.

Section 2. The City of Muskego agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all of the City of Muskego's employees, and to this end agrees to actively promote and maintain an effective and continuing program of safety and job training.

ARTICLE 3 -- RECOGNITION

Section 1. The Employer recognizes the Association as the exclusive bargaining representative of all employees of the Police Department with powers of arrest, excluding all supervisors, confidential, executive and managerial employees, clerical employees, dispatchers and all other employees of the Employer for the purposes of negotiating in relation to wages, hours and conditions of employment.

ARTICLE 4 -- FAIR SHARE AGREEMENT

Section 1. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its Constitution and By-laws. No employee will be denied membership because of race, color, creed or sex. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this article whenever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

Section 2. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the cost of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

Section 3. The Employer agrees to deduct the amount of dues certified by the Association as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Association on or before the end of the month in which such deduction is made.

ARTICLE 5 -- GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is a claim based upon an event or condition which affects the wages, hours or conditions of employment of one or more employees, or the Association, involving the interpretation, meaning or application of any of the provisions of this Agreement. The Association may be a grievant in cases where it feels it has a collective grievance of its members. A grievance does not include any type of complaint by a police officer or the Association respecting any discipline taken by the Department. Such disciplinary matters shall be handled pursuant to Wisconsin Statute 62.13(5).

Section 2. Procedure.

- A. The grievance procedure shall consist of four steps hereinafter set forth. No grievance shall be made or recognized unless it is founded upon an alleged breach of the terms and conditions of this Agreement. All grievances not initiated or filed by the grievant or his representatives within the applicable time limit specified in this article shall be deemed abandoned. A grievant may initiate, present and process his grievance with or without a representative or representatives. All times hereinafter set forth in this article, unless otherwise specified, are working days and are exclusive of Saturdays, Sundays and any holiday recognized in this Agreement. All time requirements set forth in this article may be waived or extended by mutual agreement of the parties. If, in any step, the City's representatives fail to give their written answer within the time limit therein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Should any grievance not be moved to the next step by the Association, within the time limits provided, following the City's answer, the grievance will be considered settled.
- B. A grievance affecting a group or class of employees may be submitted in writing by the Association to the Chief directly and the processing of such grievance shall commence at Level 2.

C. All decisions respective to written grievances will be in writing and shall be transmitted to the aggrieved and to the Association.

STEP 1. A police officer, believing he has cause for a grievance, shall orally present his grievance to his Division Commander within fifteen (15) days of the incident or within fifteen (15) days of his securing knowledge thereof. Thereafter the grievant shall discuss the matter with his Division Commander. Such discussion shall be held as soon as possible, but no later than forty-eight (48) hours after the initiation of the grievance. If the grievance is not settled within forty-eight (48) hours after such discussion to the satisfaction of the grievant, the grievant shall reduce such grievance to writing and submit it to the Chief within five (5) days after such discussion. In the event of such appeal, the answer of the Division Commander above shall be reduced to writing within (5) days.

STEP 2. The Chief shall set a time for discussion of the grievance that shall be within five (5) days from the time of the presentation to him of the written grievance by the grievant and his Division Commander. The Chief shall give his decision in writing to the grievant and his representative; within (5) days of the date the discussion was held. Within five (5) days, if the grievant is not satisfied with the Chief's decision, he shall further process his grievance as provided in Step 3.

STEP 3. The grievant shall present his grievance in writing to the City Council or its designate. The City Council through its Chairman or his designee shall attempt to make the necessary adjustment to reconcile the grievance. In any event, the Chairman or his designee shall be required to respond in writing within thirty (30) days from the date of receiving the written grievance, to the grievant and a copy to the Association President. If the grievance is not settled in Step 3, either party may take the matter to arbitration as herein provided.

STEP 4.

- a. Not later than fifteen (15) days, after the written response required in Step 3, either party can request the Wisconsin Employment Relations Commission to name an arbitrator from its staff.
- b. The arbitrator shall have the authority to determine issues concerning the interpretation and application of all articles and sections of this Agreement.
- c. The written decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement.

The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties, and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is

arbitrable. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration, and his decision shall be final and binding upon all parties. The cost of the arbitrator shall be shared equally by both parties. All other costs shall be paid by the party that necessitates the expense.

ARTICLE 6 -- WAGES

Section 1. All employees shall be paid biweekly according to the wage scale listed in Appendix "A". The City shall pay all employees on Thursday for work performed through the previous Saturday. It is understood that those employees who on March 1, 1998 are paid in a different manner than as set forth above shall have their pay adjusted at the termination of their employment.

Section 2. Placement in the Salary Schedule

- A. At the discretion of the City, newly hired officers can be placed on the salary schedule above the start rate based on their applicable level of experience.
- B. Newly hired officers placed above the start rate will also receive an allotment of vacation commensurate with their placement on the salary schedule and their level of experience as a police officer.
- C. Newly hired officers will not be eligible to bid for promotion until they have completed three years of service with the City of Muskego Police Department.
- D. It is understood that placement on the salary schedule above the start rate does not affect the officer's seniority which will be measured pursuant to the Collective Bargaining Agreement.

Section 3. Shift Commander Pay. Officers who act as shift commander (including an acting lieutenant), in the absence of a supervising officer acting as shift commander, shall be paid the appropriate starting sergeant's, or starting Lieutenants rate of pay for such work after they have worked for a period of at least two (2) consecutive hours. The pay shall be for the entire time the officer acts in a shift commander capacity.

Section 4. Temporary Assignment. Any officer appointed to the position of Community Resource Officer on a temporary basis shall be compensated at the CRO wage rate for all hours worked while performing CRO duties. It is understood that notwithstanding the above, all officers are expected to perform community-related activities as part of their regular duties.

Section 5. Jury Duty. Employees shall be granted time off with full pay for reporting for jury duty upon presentation of satisfactory evidence relating to this call to duty. Any employee engaged in jury duty shall be considered working the day shift (7:00 AM to 3:00 PM) and shall be excused from his normal work responsibilities. If the employee is not required to return for jury duty after the lunch recess, that employee shall be expected to report to work and complete the remainder of his shift. Any compensation received for such jury duty, exclusive of travel pay, shall be turned over to the employer. However, if the jury duty occurs on a regularly scheduled off day, all compensation shall remain with the employee.

Section 6. Qualified Field Training Officers, or officers who are utilized as field training officers, shall be compensated at one-half (½) hour of pay or compensatory time off at the straight time rate for each day worked training a new officer.

Section 7. Worker's Compensation. Any employee who is absent due to injury or illness caused during the course of his duties and is eligible for Worker's Compensation payments for temporary partial or temporary total disability, shall receive his Worker's Compensation payment, and a payment from the City equal to the difference between the Worker's Compensation payment and the employee's regular salary.

ARTICLE 7 – HOURS AND WORKWEEK

Section 1. The normal hours of work for the Police Department employees covered by this Agreement are as follows:

- A. Officers shall be assigned regular hours on an established shift as prescribed by the Chief so that the highest level of protection to life and property may be maintained.
- B. The normal workday consists of eight (8) consecutive duty hours including one-half (1/2) hour lunch break, subject to call, and shall be preceded by fifteen (15) minutes of report-in time, for a total of eight and one-quarter (8¼) hours.
- C. The schedule of days worked shall normally be as follows:
 - Four (4) days of work followed by two (2) days off and in turn:
 - Four (4) days of work followed by two (2) days off (4-2) (4-2).
- D. The schedule of days worked for officers assigned to the Special Services Division shall normally be an eight (8) hour day as follows:
 - Five (5) days of work followed by two (2) days off in turn:
 - Five (5) days of work followed by two (2) days off (5-2) (5-2).
- E. 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 the starting and ending times of the shift.
- F. The work schedule of the officer assigned as the Community Resource Officer shall be as follows:

Monday and Tuesday	1:00 PM	to	9:00 PM
Wednesday through Friday	8:00 AM	to	4:00 PM
- G. It shall be the policy of the Employer to recognize seniority within rank and classification as to shift assignment.

- H. Officers shall be given reasonable notice in the event of a temporary change in shift assignment. Reasonable notice is defined as at least forty-eight (48) hours before the scheduled new starting time or old starting time, whichever provides for greater notice. Any officer given less than forty-eight (48) hours notice shall be paid at one and one-half (1-1/2) times his regular rate for all hours worked outside his or her normal shift within forty-eight (48) hours of the notice. In the event of a temporary shift assignment beyond ten (10) days, an officer can elect to bump a less senior officer. It is mutually agreed that this forty-eight (48) hour provision is intended for exigent situations.
- I. School Resource Officers. Officers shall be selected as School Resource Officers as set forth in Department Policy #314, dated July 19, 2001. Nothing contained in this policy shall affect the status attained by the SRO's prior to the July 19, 2001 revision.
1. The position of School Resource Officer shall have a term of one year, assigned to the Detective Bureau.
 2. The term of a School Resource Officer shall commence at the end of the School year. Duty hours outside of the regular school year shall be reviewed by the Administration set by February 1st of each year.
 3. School Resource may be retained for additional one-year terms. Not later than May 1 of each year the School Resource Officers and the Department Administration will meet to review the assignments for the following year. No later than May 15, the parties will indicate, in writing, their intentions to renew their assignment.
 4. School Resource Officers who are returned to patrol duties before the end of their term shall retain the wages of a SRO for the duration of their term. Officers will revert to the normal work schedule of the patrol division.
 5. Officers exiting the position shall assume the schedule of the officer chosen as a replacement. Should no replacement be named, assignment of exiting officer shall be based on seniority.
 6. If an officer requests to leave the position of SRO prior to the end of their term, he/she may be required to continue until the end of the current school year.
 7. School assignment shall be based on seniority with the classification, providing all other qualifications are equal, including the preference of the school administration.
- J. The Chief of Police, in his discretion, may assign one hundred percent (100%) of the total number of employees of the Department to work overlapping shifts in case of investigation, riots, civil disturbances, strikes or other emergencies. Should a dispute regarding this article result the Association agrees to the principle of work now, grieve later.
- K. For as long as the City maintains one detective position, that position shall be a promotion. If the City maintains more than one detective position, the additional positions shall be appointments as described below:
1. The assigned position of Detective shall have an initial term of two years.

The term shall commence at the beginning of a calendar year. If the appointment is made after April 30th of any year, the term will commence at the start of the next calendar year.

2. Appointed Detectives may be retained for additional two-year terms. No later than August 1 of the year the term is set to expire, the Detective and the Department will meet to review the assignments for the following term. No later than October 15, the parties will indicate, in writing, their intentions to renew their assignment.
3. Appointed Detectives who are returned to patrol duties at the request of the Department before the end of their term shall retain the appropriate detective wage for the duration of the current calendar year. Officers will revert to the normal work schedule of the patrol division.
4. A Detective exiting the position other than the end of a term shall assume the schedule of the patrol officer chosen as a replacement. If no replacement is named, assignment of exiting officer shall be based on seniority. Should the replacement come from a specialty position, the exiting officer will be assigned to patrol.
5. If an officer requests to leave the detective position prior to the end of their term, he/she may be required to continue until the expiration of the term.
6. Officers accepting the position shall not be required to hold a bachelor's degree at the time of appointment; however, the officer shall enroll in a program, progressing toward a four-year degree. The City shall not require the number of courses to exceed the educational reimbursement offered by the City. Any break in schooling must be approved by the administration.

L. Community Resource Officer (CRO). Officers shall be selected as Community Resource Officers as set forth in Department Policy #314.

1. The position of Community Resource Officer shall have a term of one year.
2. The term of a Community Resource Officer shall commence at the time of the appointment. Duties to be established by the Chief.
3. The Community Resource Officer may be retained for additional one-year terms.
4. Community Resource Officers who are returned to patrol duties before the end of their term shall retain the wages of a CRO for the duration of their term. Officers will revert to the normal work schedule of the patrol division.
5. Officers exiting the position shall assume the schedule of the officer chosen as a replacement. Should no replacement be named, assignment of exiting officer shall be based on seniority.
6. If an officer requests to leave the position of CRO prior to the end of their term, he/she may be required to continue until the end of the term.
7. Assignment shall be based on seniority within the classification, providing all other qualifications are equal.

Section 2. Annual Shift Selection. On October 1 of the preceding year, employees may select their preferred shift assignment within their respective rank, according to their seniority within that rank, Lieutenants and Sergeants having picked first. Each employee will be allowed three (3) days from the last pick to make their choice of shift selection. A list will be posted showing the available shift and division assignments, along with a seniority listing. Employees will be checked off as they complete their pick. It will be each employee's responsibility to check the

list for their time to pick. The newly selected shifts shall take effect January 2 of each year. In the event that the shift selection process results in an employee working in excess of four (4) consecutive days, the employee will not be able to claim additional compensation. In the event that the shift selection process results in an employee working two (2) consecutive shifts, the employee will be required to take a vacation day, personal holiday, trade day, or compensatory time in lieu of working the second consecutive shift, if manpower allows. Any employee not making his shift selection at the proper time shall lose his seniority rights for the selection process.

Section 3. 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 Division Lieutenant or his/her Designee. The Division Lieutenant/Designee shall be responsible to screen all trade day requests. 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 and one quarter (8¼) 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. Request for a trade day will be made in writing prior to the trade occurring.
- C. Employees will not be permitted to trade shifts unless a minimum of eight (8) hours separates the hours of work.
- D. 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, and that the employee is counted for minimum staffing.
- E. Officers will be allowed to utilize trade days prior to use of compensatory time.
- F. Trades are not limited to 8.25-hour shifts, but include the ability to trade partial shifts and hours, as is the past practice of the Department.
- G. No trades involving either a partial or whole shift shall be approved which would cause an officer to work in excess of 12.25 hours consecutively.

ARTICLE 8 -- OVERTIME

Section 1. So long as there is scheduled a 4-2, 4-2 work schedule there shall be a fifteen (15) minute call-in role call prior to the start of the shift. All employees who work in excess of their normal regularly scheduled workday of eight and one-quarter (8¼) hours or regularly scheduled workweek shall receive time and one-half (1½) for all such hours worked. During the term of this Agreement, said overtime shall be paid at an hourly rate derived from dividing the annual salary by 2080 hours. Provided, however, that employees working a 5-2 scheduled and an eight (8) hour workday shall be eligible for the above after eight (8) hours worked. Payment for such overtime shall be made on each pay period, provided, however, that an employee who has worked overtime shall have the alternative of being paid for such overtime or be granted compensatory time off at the rate of one and one-half (1½) hours for each overtime hour worked. Provided that no employee may accumulate, for the purpose of compensatory time off, more than sixty-four (64) hours of compensatory time off. Any overtime accumulated in excess of sixty-four (64) hours will be compensated pursuant to this Article.

Section 2. The Employer shall have the right to schedule employees for the annual in-service training and specialized training by adjusting off-duty time to avoid having to pay time and one-half (1½x) if a training session would otherwise fall on the employee's regular off time, provided the training session is a minimum of eight hours in length (to be considered the equivalent to the loss of a regular shift).

Section 3. Overtime shall be divided as equally as possible among the employees.

Section 4. Employees covered by this Agreement, when requested to work at a time not included in their regular work schedule and not subject to Article 7, Section 1, shall be paid a minimum of two (2) hours at their applicable rate in accordance with Article 7, Section 1. If an officer's court appearance is canceled after 4:00 p.m. on the day before, the officer shall be paid two (2) hours of straight time.

ARTICLE 9 -- HOLIDAYS

Section 1. All employees scheduled to work a 4-2, 4-2 work schedule shall be entitled to eight (8) hours pay at their regular straight-time rate for eight (8) of the following holidays. Such payment to be made in a lump sum, payable to each employee the payday prior to the Thanksgiving holiday. This shall be a separate payment for holidays only. The parties understand and agree that this annual December holiday payment shall be paid on a pro-rated basis for new hires, or for employees whose employment has terminated, or who are placed on an unpaid leave of absence prior to the end of the calendar year. Said pro-rated payout shall be on the basis of one-twelfth (1/12) of the payout to be paid for each month worked during the calendar year. A month shall be considered worked provided the employee either began prior to the 15th of the month or worked past the 15th of the month in the event his employment is terminated or he is placed on an unpaid leave of absence. In any event, an employee who commenced work in the month of January of the then applicable calendar year shall receive all twelve (12) months of said holiday pay. The parties agree that the holidays shall be as follows:

New Year's Day	Thanksgiving
Spring Holiday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Section 2. In addition to the eight (8) days of holiday pay, employees shall be entitled to take two (2) floating holidays at a time mutually agreed upon by the Chief and employee. The accrual of hours for these floating holiday hours shall be on a pro-rated basis for new hires, or for employees whose employment has terminated, or who are placed on an unpaid leave of absence. Said pro-rated payout shall be on the basis of one-twelfth (1/12) of the payment to be paid for each month worked during the calendar year, and shall be paid with the remaining holiday payout on the first pay period in December. The employee may elect to take any unused holiday time pay at the regular straight-time rate in lieu of such holiday(s) to be paid with the last paycheck of the year.

Section 3. If an employee works a full shift on a holiday, which does not fall on one of his scheduled workdays, he shall receive sixteen (16) hours of pay in addition to his regular monthly salary. If less than a full shift, i.e., eight and one-quarter (8¼) hours, are worked on such holidays, a proportionate amount shall be paid.

Section 4. If an employee is scheduled to work on a holiday, all hours worked in addition to the regular shift shall be paid at two times the employee's regular hourly wage.

Section 5. The above language shall not be construed to apply to officers scheduled to work a 5-2, 5-2 work schedule as set forth in Article 7, Section 1 (D). Such employees shall receive the above-named holidays off with pay and, in addition, shall receive one (1) additional personal holiday to be taken at a mutually agreeable time. Provided further that when such employees work on a holiday, they shall be paid at two (2) times their regular rate of pay for all hours worked on said holiday, not the celebrated holiday. For employees working a 5-2 workweek, when a holiday falls on an employee's regular off day, the holiday shall be celebrated on the nearest scheduled workday. In addition, if Memorial Day or Labor Day falls on an employee's regular off day, the holiday shall be celebrated on the preceding Saturday.

ARTICLE 10 -- VACATIONS

Section 1. All full-time employees shall be granted vacations with pay based upon the anniversary date of their continuous employment as follows:

Years of Service	Vacation Accrual Days	Hours - Bi-Weekly	
During the 1 st year	2 weeks (10 workdays)	80	3.08
During the 2 nd year	2 weeks (10 workdays)	80	3.08
During the 3 rd year	2 weeks (10 workdays)	80	3.08
During the 4 th year	2 weeks (10 workdays)	80	3.08
Beginning 5 th year	3 weeks (15 workdays)	120	4.62
Beginning 6 th year	3 weeks and one day (16 workdays)	128	4.93
Beginning 7 th year	3 weeks and two days(17 workdays)	136	5.24
Beginning 8 th year	3 weeks and three days (18 workdays)	144	5.54
Beginning 9 th year	3 weeks and four days (19 workdays)	152	5.85
Beginning 10 th year	4 weeks (20 workdays)	160	6.16
Beginning 16 th year	4 weeks and one days (21 workdays)	168	6.46
Beginning 17 th year	4 weeks and two days (22 workdays)	176	6.77
Beginning 18 th year	4 weeks and three days (23 workdays)	184	7.08
Beginning 19 th year	4 weeks and four days (24 workdays)	192	7.38
Beginning 20 th year	5 weeks (25 workdays)	200	7.70

For vacation accrual purposes, the hiring date of all employees shall be converted to the first day of the month depending upon the actual date of hire (see below). The resulting date shall be used to determine the amount of vacation time the employee is entitled to receive.

<u>Hiring Date</u>	<u>Vacation Anniversary Date</u>
On or before the 16 th day of the month	1 st day of the month hired.
On or after the 17 th day of the month	1 st day of the following month.

Section 2. Employees, when separated from City employment, will be compensated at their regular rate of pay for earned and unused vacation accumulated to their credit.

Section 3. An employee who has completed six (6) months of employment may elect to take one (1) week of vacation at that time, and one (1) week of vacation during the second year. On any

anniversary date, the vacation bank may not exceed that year's total accrual amount or it shall be lost. An employee may not elect to take vacation that exceeds the accrual amount.

Section 4. Vacation choices shall be granted according to department seniority within each shift or team. Vacation picks will commence one week after shift selection process is completed and the Association is notified by the Administration. Each employee will be allowed three (3) days from the last pick to make their choice of vacation or forfeit their seniority. A seniority list will be posted and employees will be checked off as they complete their pick. It will be each employee's responsibility to check the list for their time to pick.

Section 5. During the annual seniority vacation selection, the maximum vacation period which may be requested shall be two (2) rotations as defined in Section 7. The Shift Commander shall notify each shift of the approved vacation schedule as soon as the seniority vacation selection for each shift has been completed. Additional vacation periods may be requested commencing three (3) days after notification of the seniority vacation selection schedule. Such additional requests shall be considered on a first-come first-served basis.

Section 6. The number of employees who are granted vacation on each shift shall be at the sole discretion of the Chief in maintaining necessary staffing requirements. These staffing requirements are not necessarily synonymous with the minimum manpower requirements of each shift.

Section 7. The normal vacation period shall be defined as the number of days of vacation necessary to vacation from a duty week of an employee's regular work schedule (i.e., four (4) or five (5) days, depending upon the employee's regular work schedule under Article VII, Section 1. The parties agree further that only once each year, employees will be allowed to combine their single vacation days with compensatory days or floating holidays to provide for additional consecutive paid time off. Such combination shall be subject to the approval of the Chief or his designee and in keeping with the necessary staffing requirements.

Section 8. Unused vacation pay of deceased employees shall be payable to the surviving spouse or estate.

Section 9. All vacation selection, once made, may not be cancelled, except in the event of an emergency. The definition of emergency shall be understood to include lack of available manpower to meet shift minimums. Vacations may be changed at the request of the officer with the approval of the Chief. It is understood and agreed that the Chief shall not act in an arbitrary and capricious manner.

ARTICLE 11 – UNIFORM MAINTENANCE AND WEAPON ALLOWANCE

Section 1. A uniform maintenance allowance of Three Hundred Fifty Dollars (\$350.00) per year shall be paid to each employee on the payday prior to the Thanksgiving holiday. This payment shall include the footwear allowance. Partial payments shall be prorated on months of service.

The City will fund four (4) shirts in 2006, intended to be worn under ballistic vests. Such shirts will be funded only for officers who regularly wear ballistic vests. Following the 1st year, the shirts will be funded out of the Departmental uniform allowance.

Section 2. In addition, the City will pay for the cost of any officer's personal items up to a maximum of Three Hundred Dollars (\$300.00) per item, damaged, destroyed, or lost while on duty. If the payment for such item is paid by the City, and at some later date due to court action an award for the damages is made directly to the officer, such award shall be turned over to the City up to an amount equal to that which the City paid. The City shall replace or repair an officer's duty weapon if damaged, destroyed or lost while on duty.

Section 3. The City shall provide up to an additional Two Hundred Twenty-Five Dollars (\$225.00) per year for maintenance for clothing for members who are normally assigned to a plain-clothes assignment. Such additional maintenance payment shall be prorated based on length of service in a plain-clothes assignment. Such payment shall be paid to each employee covered by this section on the payday prior to the Thanksgiving holiday.

Section 4. A one-time Gun Allowance of Two Hundred Fifty Dollars (\$250.00) for new guns will be given, with ownership to be retained by the officers. All officers who have already purchased new guns will be grandfathered in. Any officer, who terminates employment or is terminated while on probation, will reimburse the City for the \$250.00 Gun Allowance. Any officer who terminates employment or is terminated during the first two to five years will reimburse the City for one-half of the \$250.00 Gun Allowance.

Section 5. If an employee terminates prior to one (1) year of employment, fifty percent (50%) of the cost of the uniforms provided shall be deducted from the employee's final paycheck. The employee shall turn in the uniforms to the City on his last working day.

Section 6. Protective Body Armor. The City shall provide to all employees who make a request, protective body armor, with the minimum standards of protection being a Class II vest. In addition, the City shall replace these items within a five (5) year time frame. The City will provide an allowance of up to six hundred dollars (\$600) for the cost of the vest, one additional carrier and ballistic plates of the Officer's choosing if desired. Any cost resulting from a request by the employee for additional items or a vest costing more than the allotted amount shall be borne by the employee making the request. Said additional amount, up to two hundred dollars (\$200), may be taken from the Officer's annual uniform allowance.

ARTICLE 12 -- HEALTH AND WELFARE

Section 1. Life Insurance. The City shall obtain a term group life policy covering all department personnel.

Employees will be enrolled in the Life Insurance program upon satisfactory completion of thirty (30) calendar days of employment, wherein employees will be eligible to be enrolled in the Life Insurance program on the first day of the following month. Effective March 1, 1998, the City agrees to offer the Wisconsin Retirement Service basic policy.

Section 2. Health Insurance. The Employer shall provide hospital and surgical, major medical, outpatient and diagnostic coverage during the term of this Agreement.

Section 3. Premium Co-payment. Effective January 1, 2012 employees will contribute nine percent (9%) of the applicable monthly premium for health insurance. Effective January 1, 2013 employees will contribute ten percent (10%) of the applicable monthly premium for health insurance. These deductions will be made on a pre-tax basis pursuant to the City's premium

only cafeterias plan. The City will continue the current Health Reimbursement Account based on the deductible limits which were in effect during the 2006-2008 contract.

The City will offer a Health Risk Assessment (HRA) Program to covered employees and their covered spouses. Covered employees and covered spouses who do not participate in 2011 for 2012 will pay twelve percent (12%) of premium in 2012 and those who do not participate in 2012 for 2013 will pay thirteen percent (13%) of the premium in 2013. This process will be repeated each year for the following calendar/plan year.

Section 4. Insurance Opt-Out Provision. Employees who elect to waive health coverage shall be compensated as follows:

If eligible for:	<u>Effective 1/1/09</u>
Family and take nothing	\$400.00 per month
Limited Family and take nothing	\$305.00 per month
Single and take nothing	\$150.00 per month
Family and take single	\$280.00 per month
Limited Family and take single	\$160.00 per month
Family and take Limited Family	\$95.00 per month

Section 5. Retiree Health Insurance. The City agrees to enroll retired employees in the same health plan as the City may have for full-time employees with the retired employee (or widow or widower) to pay the premium required for said coverage if otherwise required under COBRA.

Section 6. Healthcare Reimbursement Account.

- A. Participation in the City's health insurance program ceases at the earliest of the following:
 - a. The employee-retiree's attainment of age sixty-five (65), and the employee/retiree is eligible for Medicare.
 - b. The employee/retiree's death.
 - c. Expiration of the employee – retiree's or surviving spouse's COBRA rights.
- B. On a quarterly basis, the City shall deposit to the Security Benefit Healthcare Reimbursement Account the amount of money that would have been paid in longevity for that year according to the following schedule:
 - \$10.00 per month after 5 years of continuous employment.
 - \$15.00 per month after 10 years of continuous employment.
 - \$20.00 per month after 15 years of continuous employment.
 - \$25.00 per month after 20 years of continuous employment.

Each year when the amount is deposited by the City, a printout shall be provided to the Association identifying the contribution and the officer whose name the contribution was made under.

- C. On January 1, the City agrees to deposit into the Security Benefit Healthcare Reimbursement Account the value of one sick day based on the top patrol wage rate for each employee, with this day being subtracted from each employee's sick leave account. For employees hired during the calendar year, they shall have a sick leave day subtracted from their sick leave account on December 31 of that year, with the value of the day being added to the fund.
- D. The City of Muskego and the Muskego Police Association agree to participate in the Security Benefit Healthcare Reimbursement Account (SBHRA) for Public Sector Labor Association Employees (the Plan) in accordance with the terms and conditions of the Plan's Participation Agreement. The parties hereto designate Security Financial Resources, Inc. to serve as the Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the plan on behalf of eligible employees of the Muskego Police Association.

Employer contributions to the plan are based on the following:

Longevity /Health Insurance Pay pursuant to Article 12, Section 6, (B) of the Collective Bargaining Agreement. This contribution shall be deposited into the Security Benefit Healthcare Reimbursement Account.

Sick Day Contribution pursuant to Article 12, Section 6, (C) of the Collective Bargaining Agreement. This contribution shall be deposited into the Security Benefit Healthcare Reimbursement Account.

Sick Leave Incentive pursuant to Article 12, Section 6, (E), of the Collective Bargaining Agreement. This contribution shall be deposited into the Security Benefit Healthcare Reimbursement Account.

To reduce the administrative costs and participant fees, the City of Muskego also agrees to participate in the 457 Deferred Compensation Plan through Security Benefit.

- E. Sick Leave Incentive – Employees who have reached the maximum sick leave accrual level of 720 hours may place fifty (50%) percent of the value of any accumulated but unused sick leave for the calendar year into the Security Benefit Healthcare Reimbursement Account to a maximum of 24 hours.

ARTICLE 13 -- PENSION

Section 1. Each employee shall be a participant of the Wisconsin State Retirement Plan as provided by Wisconsin Statutes and Rules established by the Wisconsin retirement Fund Board. The Employer shall pay one hundred percent (100%) of the contribution required of the employee. Effective July 1, 2012 the Employer will pay fifty percent (50%) of the required employee contribution, and the Employee will pay fifty percent (50%). Effective January 1, 2013 the Employee will pay one hundred percent (100%) of the required employee contribution.

ARTICLE 14 -- SICK LEAVE

Section 1. All full-time employees shall earn and shall be granted sick leave with pay at the rate of one and one-quarter (1 1/4) days per month, accumulative to two thousand (2,000) hours. Employees shall be credited with all sick leave accrued prior to the effective date of the Agreement. Sick leave cannot be used until earned.

Section 2. Sick leave shall be granted to those employees who are unable to report to work due to personal illness or injury or exposure to contagious disease.

Section 3. All sick leave credits shall be computed on a whole month basis per the following formula regardless of date of appointment:

On or before the 16th -- 1st day of the month

On the 17th or thereafter -- 1st day of the following month

Section 4. When an insufficient sick leave balance remains to cover the absence of an employee, the remainder shall be charged either to compensatory time, accumulated vacation or leave without pay, at the employee's option.

Section 5. In the event that a paid holiday falls within the week or weeks when the employee is on sick leave, such holiday will be charged as a paid holiday and not deducted from the employee's accrued sick leave.

Section 6. While an employee is on paid sick leave, the accrual of sick leave benefits shall continue during the period of convalescence. Sick leave shall not be accrued for laid off employees or employees on leave of absences without pay that exceed twenty (20) working days. Employees shall be allowed to use sick leave if they become ill while on vacation (a doctor's certificate or other evidence to support this sickness may be required).

Section 7. Whenever an employee is laid off due to lack of work or funds, any accumulated sick leave shall continue in effect if he is rehired.

Section 8. Use of Sick Leave Credits. If an employee is absent from work for any reason set forth under Section 2 of this article and at such time has accumulated insufficient sick leave to cover the time lost, the amount of time lost shall be deducted from current earnings of said employee, provided, however, that from each month worked during such calendar year by said employee during which no sick leave is taken, said employee shall be reimbursed for the time he had lost as a consequence of the insufficient accumulation of sick leave.

Section 9. In order to be granted sick leave with pay, the department head or supervisor or employee must adhere to the following:

- A. Report the reason for absence from work promptly.
- B. Keep the Employer informed on one's condition.
- C. Permit Employer, at his own cost, to make such medical inquiry or visit as he may determine necessary.

- D. Submit a medical certificate for any absence of more than four (4) working days certifying as to inability to work.

Section 10. At least once a month, the Finance Department Supervisor shall advise department heads of the amount of sick leave balance each of their employees have in their accounts. Employees will report sick time used on their bi-weekly time sheets.

Section 11. Employees hired prior to January 1, 1988, upon termination from City employment, shall be entitled to pay, at their last base rate, for any accumulated unused sick leave days up to a total of 960 hours. Those employees hired after January 1, 1988 shall be entitled to pay, at their last base rate, for any accumulated unused sick leave days up to a total of 720 hours.

Section 12. In the case of the death of any employee, any accumulated sick leave days up to one hundred twenty (120) days shall be paid to the beneficiary of the employee.

Section 13. Willful misuse of sick leave or the willful making of false reports regarding illness may subject the employee to disciplinary action. Repeated misuse may be just cause for suspension, demotion or discharge.

Section 14. Time off sick shall not be paid during the first six months of the probationary period, and termination during that period will result in no sick leave payout. After successful completion of six months of employment, reimbursement may be made for sick leave up to the amount accrued from the date of hire, or it may remain in the bank, at the employee's option.

Section 15. Time off sick during the second six months of the probationary period shall be paid and the sick leave bank reduced accordingly. Termination during that period will result in a sick leave payout for sick leave accrued back to the original date of hire.

Section 16. The parties agree that the Chief may require mental or physical examinations of a police officer, at the expense of the City, only where a reasonable basis for questioning physical or mental fitness for duty has been demonstrated. The reasonable person standard shall apply hereto and the Chief further agrees not to be arbitrary or capricious with respect to exercise of his authority under this Section. In the event an officer elects an opinion by a doctor of his own choosing, the City agrees to pay the cost of such exam not otherwise covered by insurance. The parties agree further that only the Chief, Acting Chief in the event of a vacancy in the Chief's position, or the Police and Fire Commission may order such examination.

Section 17. Up to five (5) sick days per year may be taken by an employee in the event of an injury or illness to a member of the employee's immediate family. Family member shall be defined as a spouse or dependent who resides in the employee's home.

Section 18. Request for sick leave for doctor and dentist appointments for employee spouse, children and individuals for whom you are primary caregiver, shall be granted, up to a maximum of sixteen (16) hours per year.

ARTICLE 15 – FUNERAL LEAVE

Section 1. In the event of the death of an employee's spouse, five (5) days leave of absence with pay shall be granted. In the event of the death of a member of an employee's immediate family, three (3) days leave of absence with pay shall be granted. In the event of funerals out of town (more than 250 miles) an additional one (1) day of absence shall be granted.

Section 2. Immediate family is described as child, stepchild, adopted child, parents, stepparent, grandparent, grandchild, brother and stepbrother, sister and stepsister, brother-in-law, sister-in-law, of the employee or his spouse, and the spouse of any of the above children, or any person for whom the employee is primary caregiver.

If the employee believes that additional bereavement days are necessary, that employee shall be allowed to take reasonable sick leave for that purpose.

Section 3. In the event of the death of an aunt, uncle or first cousin of employee or employee's spouse, one (1) day of absence with pay shall be granted. Verification must be given of death of family member.

ARTICLE 16 -- PROBATIONARY PERIOD

Section 1. All newly hired employees shall be considered probationary for the first 365 days of their employment, excluding any time spent in recruit school training. An additional 180 days extension of the probationary period shall be allowed at the discretion of the Chief, with notification given to the Association at the time of the extension.

Section 2. Continued employment beyond the first 365 days of employment or completion of an extension of probation shall be evidence of satisfactory completion of probation and such employee at that time shall be eligible for accrued benefits retroactive to the date of employment.

Section 3. A probationary employee may be terminated without regard for cause and without recourse to the grievance procedure.

Section 4. New employees shall be eligible for paid holidays after one (1) month of employment. New employees shall be eligible for health insurance benefits on the first day of the month following the start of employment; and for life insurance beginning six (6) months from the date of hire unless the new hire had prior WRS participation, in which case it would begin on the first (1st) day of the month following the start of employment.

Section 5. Employees who have been promoted shall serve a one (1) year evaluation period. Employees not successfully completing their evaluation period, or requesting a voluntary return to the position they previously held during their evaluation period, shall return to that position/rank with no loss of seniority.

ARTICLE 17 -- SENIORITY

Section 1. It shall be the policy of the Employer to recognize seniority within rank and classification as to layoff.

Section 2. The date an employee is employed or re-employed in a regular position will become his initial date of continuous employment.

Section 3. Seniority for part-time employees shall be based upon the actual number of hours worked (i.e., and employee working 20 hours per week shall accrue one-half (1/2) of one (1) month's seniority credit for each full calendar month worked.)

Section 4. The initial date of continuous employment will be used in all computations involving length of service for contract-covered items such as seniority, vacation, sick leave, etc.

Section 5. The seniority date of an employee shall be the date of first continuous employment or the latest date of continuous reemployment as the case may be.

Section 6. The seniority rights of an employee shall continue to accumulate during periods of layoff, military leave, sick leave, leave of absence and when drawing Worker's Compensation.

Section 7. An employee shall lose his seniority rights for any of the following reasons:

- A. When he retires.
- B. If he is discharged for just cause.
- C. If he is on layoff status for a period in excess of one (1) year.
- D. Resignation. (Any employee absent for two (2) consecutive scheduled workdays without notifying the Employer of the reason for absence and who has no legitimate reason for being absent from work shall be considered as having resigned.)
- E. Unexcused failure to return to work after the expiration of a vacation period, leave of absence of period for which Worker's Compensation was paid or failing to report to work within five (5) days after notice of recall from layoff.

ARTICLE 18 -- LAYOFF AND RECALL

Section 1. If a reduction in employed personnel becomes necessary, the least senior employee shall be the first person laid off, provided that the remaining employees are capable and qualified to perform the available work.

Section 2. The last person laid off shall be the first person recalled (if available and desires to return.)

Section 3. All temporary or seasonal employees shall be laid off prior to a regular employee being laid off.

Section 4. The seniority of an employee, who enters the bargaining unit from a position within the City but outside of the bargaining unit, without break in continuous service, shall have seniority rights as follows:

- A. They shall retain all accrued seniority for the purpose of all fringe benefits (i.e., sick leave, vacation, insurance, etc.) provided they meet all other requirements contained in the applicable section of this Agreement.
- B. They shall be considered new employees for the purpose of seniority in regard to layoff, recall, job posting and vacation selection.
- C. They shall be placed on the "Salary Schedule" as new employees and shall progress based upon time in class.

ARTICLE 19 -- MANAGEMENT RIGHTS RESERVED

Section 1. Unless otherwise herein provided, the management of the work and the direction of the working forces, including the right to hire, promote, demote, or suspend or otherwise discharge for proper cause and the right to relieve employees from duty because of the lack of work or other legitimate reason is vested in the Employer.

Section 2. If any action taken by the Employer is proven not to be justified, the employee shall receive all wages and benefits due for such period of time involved in the matter.

Section 3. The Employer may adopt reasonable rules and amend the same from time to time.

ARTICLE 20 -- CONSTRUCTION OF AGREEMENT

Section 1. The Employer agrees that all conditions of employment pertaining to wages, hours of work, and general working conditions shall be maintained at no less than the highest minimum standards in effect at the time of the signing of this Agreement, unless otherwise agreed to in the course of negotiations.

ARTICLE 21 -- NO STRIKE CLAUSE

Section 1. The Association agrees that for the duration of this Agreement, Association officers, representatives or employees will not authorize, assist, support or engage in any strike, work stoppage, slow-down, interruption of work or interference of operations of the Employer. In the event of any strike, work stoppage, slow-down or interruption or impeding of work, the Employer shall notify the Association thereof and the Association shall give notice to the employees involved that they are in violation of this Agreement and should and such strike, work stoppage, walkout or interruption impeding of work. Failure of the Association to give such notice to the employees shall be considered in determining whether or not the Association authorized, assisted, supported or engaged in such prohibited activity.

ARTICLE 22 -- CONDITION OF AGREEMENT

Section 1. This Agreement constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

Section 2. Each party agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement whether or not such subject or matter is referred to or covered in the Agreement.

Section 3. If any article of this Agreement or any additions thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be enjoined or restrained by such tribunal, the remainder of the Agreement and amendments thereto shall not be affected thereby, and the parties hereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

ARTICLE 23 --TERMINATION

This Agreement shall become effective January 1, 2012 and shall remain in full force and effect until and including December 31, 2013, and shall be automatically renewed from year to year thereafter unless negotiations are initiated by either party prior to October 1, 2013, or any first of October of any effective year of the Agreement thereafter.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on this _____ day of _____, 2012.

CITY OF MUSKEGO

MUSKEGO POLICE ASSOCIATION

By: _____
Kathy Chiaverotti, Mayor

By: _____

By: _____

By: _____

By: _____
David Hendrickson, Business Agent
WPPA/CERD

APPENDIX 'A'
WAGE SCALE
City of Muskego Police
Bi-weekly wage scale

For the Year 2012 (3.5%)

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Patrol Officer	\$2,053.98	\$2,267.08	\$2,422.12	\$2,580.94
Specialists (SRO/CRO/Drug Unit)	\$2,728.90			
Detective	\$2,797.41			

For the Year 2013 (3.5%)

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Patrol Officer	\$2,125.87	\$2,346.43	\$2,506.89	\$2,671.27
Specialists (SRO/CRO/Drug Unit)	\$2,824.41			
Detective	\$2,895.32			

SIDE LETTER OF AGREEMENT ON HEALTH INSURANCE

The City will provide health insurance for all bargaining unit members of the same plan design, and consistent with the health insurance provided uniformly to all other City employees excluding any differences bargained and included in the Collective Bargaining Agreement. If this side letter is later determined to be a prohibited subject of bargaining this will represent the non-binding intent of the City.

FOR THE CITY OF MUSKEGO

FOR THE ASSOCIATION

