

Agreement between the

**CITY OF ONALASKA**

And

**ONALASKA PROFESSIONAL POLICE ASSOCIATION**

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION**

**LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

2023 - 2025

## TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....	3
ARTICLE II – ADMINISTRATION .....	3
ARTICLE III - ASSOCIATION ACTIVITIES .....	3
ARTICLE IV - TENURE AND PROBATIONARY PERIOD .....	4
ARTICLE V - FILLING VACANCIES .....	5
ARTICLE VI - LAYOFFS .....	5
ARTICLE VII - HOLIDAYS .....	6
ARTICLE VIII - VACATION.....	6
ARTICLE IX - SICK LEAVE/BEREAVEMENT LEAVE .....	10
ARTICLE X - ACCIDENTS AND INJURIES .....	11
ARTICLE XI - GRIEVANCE PROCEDURE AND ARBITRATION.....	12
ARTICLE XII - RESIDENCY REQUIREMENT .....	14
ARTICLE XIII - INSURANCE.....	14
ARTICLE XIV - RETIREMENT .....	14
ARTICLE XV - SEVERANCE .....	14
ARTICLE XVI - SEPARABILITY .....	14
ARTICLE XVII - WORK WEEK AND OVERTIME.....	15
ARTICLE XVIII - CALL-IN AND COURT APPEARANCES .....	20
ARTICLE XIX - UNIFORMS.....	21
ARTICLE XX – COMPENSATION PLAN .....	21
ARTICLE XXI - FAIR SHARE .....	23
ARTICLE XXII - JURY DUTY .....	24
ARTICLE XXIII - EQUIPMENT .....	24
ARTICLE XXIV - DURATION .....	24
APPENDIX I – EMPLOYEE LIST.....	27
APPENDIX II – K9 UNIT.....	28
APPENDIX III – RECRUIT OFFICER .....	31

## **INTRODUCTION**

It is the general purpose of this Agreement to promote the mutual interests of the City of Onalaska and its employees, and to provide for the operation of the Onalaska Police Department covered by this Agreement under methods which will further, to the extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, and avoidance of interruptions to public service.

In the spirit of harmonious relations, the parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

## **ARTICLE I - RECOGNITION**

1.1 - This Agreement is made and entered into by and between the City of Onalaska, Wisconsin, hereinafter referred to as the "City" or "Employer", and Wisconsin Professional Police Association Law Enforcement Employee Relations Division for and on behalf of the Onalaska Professional Police Association, hereinafter referred to as the "Association".

1.2 - The City recognizes the Association as the exclusive collective bargaining representative of all regular full-time and regular part-time law enforcement employees with the power of arrest, employed in the Police Department of the City of Onalaska, but excluding supervisory, managerial, confidential and all other employees for the purposes of collective bargaining on the questions of wages, hours and conditions of employment.

## **ARTICLE II – ADMINISTRATION**

2.1 - Except as otherwise provided in this Agreement, the City retains the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, demote or suspend or otherwise discharge or discipline for proper cause; the right to decide the work to be done and location of work; to determine the construction, maintenance or services to be rendered, the materials and equipment to be used, the size of the work force, and the allocation and assignment of work or workers; to schedule when work shall be performed, to contract for work, services or materials; to schedule overtime work; to establish or abolish a job classification; to establish qualifications for the various job classifications; and to adopt and enforce reasonable rules and regulations

2.2 - The City shall not create/use permanent part-time employees to perform bargaining unit work.

## **ARTICLE III - ASSOCIATION ACTIVITIES**

3.1 - **Association Activities.** No employee shall engage in any Association internal problems not directly concerned with Association and City relations with any other employee during work hours. The Association agrees to conduct its routine Association business off the job, but this shall not prevent the proper conduct of grievances. Reasonable amounts of time spent in grievances with the employer during working hours on or off the premises will not be deducted from wages of the authorized employee Association representatives involved, however, all grievance meetings outside the third (3rd) step in the

grievance procedure shall be handled outside of the regular working hours. It is further agreed that any such time spent in grievance resolution shall not result in overtime wages.

3.2 - **No Strike Agreement.** The Association agrees for itself and its members that there shall be no picketing, strikes, sympathetic strikes, organized work slowdowns or sitdowns for any reason whatsoever, and the City agrees that there shall be no lockout during the life of this Agreement, it being the mutual desire of both parties hereto to provide for uninterrupted and continuous service. Employees violating this section of this Article shall be subject to immediate discharge.

3.3 - **Association Officers.** It shall be the Association's responsibility to immediately notify the City in writing of all present officers and change of officers which may occur during the life of this Agreement.

3.4 - **Association Bargaining Committee.** Not more than one on duty employee shall be allowed to participate in contract negotiations without loss of pay or benefits. It is expressly understood and agreed that such employee remains on duty and subject to call.

#### **ARTICLE IV - TENURE AND PROBATIONARY PERIOD**

4.1 - **Seniority.** Tenure shall begin with the original date of employment following satisfactory completion of the one year working probationary period. Thereafter, said employee shall have tenure as a permanent employee, unless notified otherwise, in writing, prior to the completion of the one year working probationary period. The Field Training Officer (FTO) Program shall not exceed eighteen (18) weeks in duration, and the total probationary period shall not exceed one (1) year and eighteen (18) weeks.

4.2 - **Termination During Probationary Period/Extension of Probationary Period.** Employees failing to qualify within this one-year period shall be subject to termination without recourse to any grievance procedure. By mutual agreement of Employee and City, the working probationary period may be extended for a period not to exceed six (6) more months. Any such extension must be in writing and a copy shall be provided to the Association.

4.3 - A list of tenured employees shall be provided by the City to the Association whenever there are any changes in the number of employees in the bargaining unit. The list of all members of the Onalaska Professional Police Association is attached to this Agreement as Appendix I. This list is arranged by seniority and includes anniversary dates.

4.4 - Tenure shall be by department and classification. All personnel shall be ranked in accordance with their actual date of employment with the exception provided by section 5.2.

4.5 - Officers that have not completed their probationary period are covered by this contract, except that such officers do not have recourse to the grievance procedure where it pertains to discipline. This covers the spectrum from reprimand to dismissal. Probationary employees do not possess a property right to their job.

## **ARTICLE V - FILLING VACANCIES**

5.1 - **Posting of Vacancies.** Vacancies in the Onalaska Police Department shall be filled by qualified personnel. It is further provided that any vacancies for promotion shall be posted for seven (7) calendar days in the Department where the vacancy exists. Promotion means an advancement of an employee in a higher grade or rank in the department and subject to approval by the Police and Fire Commission (not applicable to temporary assignments to a higher classification per section 20.5).

5.1.1 - **Specialty Assignments.** A provisional assignment to fill a special need such as School Resource Officer (SRO) and DARE. These assignments are within the employee's official position classification and does not require additional compensation. Assignment selection, length and/or removal, is at the Chief's discretion, per the needs of the department.

5.2 - **Trial Period for Promotions.** Those employees receiving a promotion under this Article shall serve a trial period of twelve (12) months before attaining seniority in said position. In the event the employee fails the trial period, he/she shall revert to his/her previous position with all attendant rights as if there had been no interruption. If within or up to completion of the trial period the employee wishes to return to the bargaining group he/she shall be allowed to do so if an opening exists, without a loss of benefits or seniority. After completion of the trial period if the employee wishes to return to the bargaining group he/she shall be allowed to do so if an opening exists, without a loss of benefits excluding seniority within the bargaining unit for shift picks, layoffs, vacation picks and other seniority related benefits. He/she shall re-enter the unit at the bottom of the seniority list.

5.3 - **Annual Shift Bidding Procedure.** On an annual basis shift bidding will commence no earlier than August 1<sup>st</sup> unless mutually agreed upon by the City and the Association. The Department will allow personnel to bid on the various shifts and patrols with selection being based on tenure, providing that the individual applicants possess the necessary qualifications, ability and suitability to perform the job function. The Chief or designee will consult with the Association President relative to any conflicts. This section shall not preclude the right of the Chief or designee to change shift assignments due to vacations, illness, emergencies and unforeseen circumstances whereby the service of the Department may be in jeopardy.

## **ARTICLE VI - LAYOFFS**

6.1 - **Layoff and Recall.** Reductions of tenured employees shall commence with the last employee on the seniority list being laid off first and recalls shall be by first recalling the last person laid off so far as the same can be done without impairing the efficiency of the department. This Section shall not in any way interfere with the right of the department to recall its force during an emergency. It is further provided that any recalled employee upon notification by certified letter must report to work within fifteen (15) calendar days after the date of receipt of the certified letter or three (3) days after attempt to deliver, whichever is sooner, except for reason acceptable to the Chief or designee.

6.2 - **Voluntary Layoff.** If requested, voluntary layoff or voluntary furlough may be granted in accordance with tenure, providing that the efficiency of the department will not be hindered.

## **ARTICLE VII - HOLIDAYS**

7.1 - **Paid Holidays.** Holiday compensation as provided herein shall be allowed for the following holidays:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	December 24
Independence Day	Christmas Day
Labor Day	

7.2 - **Work on a Holiday.** All employees will receive pay for their Shift for all nine (9) designated holidays regardless of whether they work or not. Those employees who work on any of the six (6) holidays chosen by the method below as identified in sec. 7.2(a) herein, shall also be paid an additional time and one-half for all hours worked on their Shift.

7.2(a) - The Association shall notify the employer by September 1<sup>st</sup> of the previous year if any changes will be made to which six (6) holidays are designated as the Shifts they shall deem to be Shifts to be paid at one and half (1½) under section 7.2 for hours worked. Currently the holidays below are designated as the six (6) holidays being paid at one and a half (1½): New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day and Veteran's Day.

7.3 - Paid vacation, sick leave or compensated leave of absence shall be considered as excused for purposes of claiming holiday pay.

7.4 - **Use of Holiday Compensatory Time.** In as much as the aforementioned holiday compensatory time accrual is to be used to augment an employee's vacation, the procedures for using said compensatory time are described in Article VIII (Vacation) of this Agreement. Holidays, vacation and Personal Days cannot be carried over and must be used or they will be lost.

7.5 - **Day Trades.** Work shift trades shall be permitted if trades occur within 90 calendar days and the trade will not cause either trading employee to become eligible for overtime for the days or pay periods affected by the trade. Trades will only be allowed with prior Department Head approval.

7.6 - **Personal Days.** Two (2) personal days – to be used at his/her discretion, one (1) Shift on January 1 and one (1) Shift on July 1 (Must be employed the day before and the day after to be eligible.) If employment ceases prior to a personal day(s), they will not receive said compensation.

## **ARTICLE VIII - VACATION**

8.1 - **Vacation.** Regular full-time employees of the City who have been hired by the City shall be granted a vacation prorated by the employee's date of hire of up to one (1) calendar week. A "week" of

vacation is defined as five (5) working Shifts. After the accruing year for vacations, i.e. 1st, 4th, 8th, 15th, and 21st year, the employee must work through his/her anniversary date in order to be fully entitled to the additional week. The employee shall be entitled to schedule and utilize the additional week of vacation within the anniversary year but prior to his/her actual anniversary date. However, in the event that the employee leaves the employ of the City prior to his/her anniversary date and has already taken the additional week of vacation, he/she shall be obligated to reimburse the City on a pro-rata basis for the number of Shifts of vacation to which he/she was not entitled by virtue of his/her leaving prior to the anniversary date. Similarly, in the event the employee leaves the employ of the City prior to his/her anniversary date and has not taken the additional week of vacation to which he/she would be entitled as of his/her anniversary date, he/she shall be compensated monetarily on a pro-rata basis for that portion of the additional week of vacation to which he/she is entitled at the time of leaving employment. The length of the vacation that shall be granted is as follows:

8.1.1 - A new employee who has been hired by the City shall be granted a prorated vacation of up to one (1) calendar week which shall be prorated as of the employee's date of hire.

8.1.2 - A full-time employee who has been continuously employed by the City for a period of at least one (1) year, but less than four (4) years shall be granted a vacation of two (2) weeks.

8.1.3 - A full-time employee who has been continuously employed by the City for a period of at least four (4) years but less than eight (8) years shall be granted a vacation of three (3) weeks.

8.1.4 - A full-time employee who has been continuously employed by the City for a period of eight (8) years but less than fifteen (15) years shall be granted a vacation of four (4) weeks.

8.1.5 - A full-time employee who has been continuously employed by the City for a period of fifteen (15) years but less than twenty-one (21) years shall be granted a vacation of five (5) weeks.

8.1.6 - A full-time employee who has been continuously employed by the City for a period of twenty-one (21) years or more shall be granted a vacation of six (6) weeks.

8.2 - In designating the following years' vacation time/holiday compensatory time, seniority will prevail in choices made during this selection process, starting approximately September 1<sup>st</sup> and ending on or before December 31st of each year; At the conclusion of the vacation/holiday selection process, the approval of vacation/holiday compensatory time will be on a first come, first serve basis at the discretion of the Police Chief (Police Chief's or designee's discretion applies only to the granting or denying of requests based upon departmental staffing needs. The first come, first serve concept is mandatory and is

not subject to the Chief's or designee's discretion). Nothing herein shall preclude the authority of the Police Chief or designee in limiting the number of personnel on vacation in maintaining a satisfactory level of service. The Police Chief or designee shall post the "request for time off" schedule sign-up notice starting September 1<sup>st</sup> of each year for the following year's vacation schedule. A working group of officers and management will be established to discuss the next years' blackout dates.

8.2.1 - In order to implement the above-mentioned seniority-based selections of Vacation and Holiday Compensatory Time, the following shall apply:

8.2.1.1(a) - A Vacation and Holiday, Compensatory Time sign-up notice shall be circulated following completion of Annual Shift bidding procedure no later than September 1<sup>st</sup>.

8.2.1.2 - During the period starting September 1<sup>st</sup> through December 31<sup>st</sup>, employees shall electronically select Vacation and/or Holiday Compensatory Time, to be taken during the ensuing calendar year, on the basis of seniority, subject to the following conditions:

1. Officers shall be scheduled for a selection day based on seniority. Selection shall be completed electronically on their scheduled day; each Officer shall have one (1) full day (24-hour period) beginning at 9:00 a.m. each day Monday thru Friday until 8:59 a.m. the following day. (i.e. Officer 1 shall have a window beginning Monday 9:00 a.m. to Tuesday 8:59 a.m., Officer 2 shall have a window beginning Tuesday at 9:00 a.m. until Wednesday at 8:59 a.m. and so forth until Saturday morning at which time the selection will stop until Monday). Employee's off-duty shall not be compensated for the time it takes to make selections.
2. During their designated sign-up time slot, employees will enter their desired vacation selections into the city scheduling software.
3. Vacation/Holiday must be selected in minimum of one (1) Shift increments;
4. Employees shall first exercise bids for Vacation until they have selected all the Vacation they desire under the seniority-based selection process. Once all employees have bid all of the Vacation that they desire then the process will start over so they may bid for Holiday Compensatory Time (utilizing the method described in Section 1);
5. Holiday Compensatory Time selections may not bump established Vacation selections.
6. Officers who fail to make their selection during their scheduled time slot, will be required to select their respective vacation or holiday time after all other officers have selected their vacation or holiday time. In the event more than one officer fails to make their selections, selection will be based on seniority between those officers and will still occur after all other officers have made their selections for that particular vacation or holiday selection process.



7. Management reserves the right to design and set the sign-up schedule based on staffing availability, holidays or other unforeseen events.

8.2.1.3 - Vacations and/or Holiday Compensatory Time that the employee does not chose to select under the above described seniority-based process shall be reserved for use by the employee, during the year, on a first come, first serve basis. Use of accrued vacation, holiday and compensatory time requests must be received (2) hours prior to the requested time off. Further, the use of vacation and holiday time will not be approved where it causes a staffing shortage and/or inadequate law enforcement coverage in the opinion of the Chief or designee.

**8.3 - Procedure for Using Vacation Accrual for Sick Leave Purposes.** Any employee who has used their accumulated sick leave, but who may be entitled to vacation leave as herein provided, may upon request, within (2) hours prior to the requested time off, and with the approval of the Chief use said vacation time for sick leave. Any time absent from duty by an employee during the work year, except for sick leave, may be deducted from such vacation leave, subject to the approval of the Chief. Vacation leave for the purpose of this Section shall be governed by the last date of employment and shall be retroactive to such date. Vacation is not accumulative from one vacation period to the next.

**8.4 - Restricted Carry-Over of Vacation Benefits.** Employees completing their first year of employment must take vacation, which accrued on their first anniversary date, between said first anniversary date and the end of that calendar year. An employee whose first anniversary falls so as to render it impossible to take such vacation before the end of the calendar-year, or whose request to take such vacation is denied by management, shall be allowed to carry such vacation over into the next calendar year.

8.5 - Subsequent to employee's first anniversary, on January 1 of each year, each employee shall be credited with vacation rights for the ensuing year in an amount equal to that which accrues to the employee on his/her anniversary date during said ensuring year.

**8.6 - Vacation Period Defined.** The vacation period shall be by calendar year. During this time all vacation accrued must be taken. After 8.2.1.2 is completed vacation may be taken in increments of ½ Shift or full Shift as agreed upon between the employee and the Chief or designee where such arrangement would not be detrimental to the maintenance of service. Partial increments of benefit time may be used by Investigators and those in Specialty assignments with prior supervisor approval.

8.7 - It is further provided that sick leave cannot be claimed for any illness that occurs during any employee's vacation time.

**8.8 - Continuous Service Defined.** Continuous service shall not be deemed interrupted if the employee is on military leave; receiving weekly temporary disability benefits pursuant to the Worker's Compensation laws for an injury which occurred while in the employ of the city; receiving weekly indemnity benefits from the Group Insurance coverage; on personal unpaid leave, not exceeding six (6)

months, or; layoff, not exceeding one (1) year. Provided, however, that for any employee who has not been in the employ of the City for at least one (1) full calendar year, unpaid leave in excess of one week will be denied and the employer/employee relationship will be terminated if unpaid leave exceeds one week during the first full calendar year of employment.

#### **ARTICLE IX - SICK LEAVE/BEREAVEMENT LEAVE**

9.1 - **Accrual and Use.** Employees shall be entitled to sick leave with pay after employment for (1) month or more. Sick leave shall accumulate at the rate of one (1) shift per month of work until a total of nine hundred and sixty (960) hours have been accumulated. Accumulated sick leave may be used for illness, injury or for the health-related appointments of the employee or their immediate family which shall be defined as their spouse, domestic partner, children, parents, parents-in-law, or grandchildren. Sick leave shall be paid at the employee's regular straight-time rate. Sick leave cannot be used during an approved vacation time or on a paid holiday unless used in conjunction with family/medical leave.

9.2 - **Doctor's Certification.** Except in situations covered by FMLA, in which case the documentation and certification and recertification requirements would apply, the Department Head and/or Human Resources Manager may require under certain circumstances (to include but not limited to excessive sick leave usage, identifiable patterns of sick leave, unauthorized sick leave) a physician's certification as to the duration of the time period requiring absence from work to substantiate the approval of sick leave. The authentication may be by certificate from a licensed physician, licensed chiropractor or other license professional, or such means as may otherwise be determined by the City.

9.3 - **Sick leave Notification.** An employee shall make every effort to notify a supervisor at least two (2) hours prior to his/her scheduled work shift when ill. Further, the use of accrued sick time for medical appointments will not be approved where it causes a staffing shortage and/or inadequate law enforcement coverage in the opinion of the Chief or designee.

9.4 - **Sick Leave Requests.** Any employee claiming sick leave shall complete a leave request as provided by the City of Onalaska on the scheduling/timesheet program.

9.5 - **Sick Leave Benefit Policy.** Employees who are eligible to receive a retirement, disability retirement or death benefits under the Wisconsin Department of Employee Trust Fund - Wisconsin Retirement System at the time of their separation shall be paid the employee's accumulated sick leave as severance pay up to a maximum total of nine hundred and sixty (960) hours. Any accumulated hours over nine hundred and sixty (960) hours shall not be paid. The value of the accumulated sick leave shall be computed at the regular hourly rate in effect at the date of retirement or death, excluding shift differential or any other additions to the regular hourly rate. If due to an employee's death, the payment shall be made to the surviving spouse. Employees/spouses shall be taxed on the payout of the accumulated sick leave.

9.6 - **Misuse of Sick Leave.** Sick leave is a benefit protecting our employees against the financial

burden of illness. Any proven misuse or abuse of sick leave will subject the employee to disciplinary action including discharge.

9.7 - Accumulated sick leave of three (3) consecutive Shifts may be used by an employee in the event of serious illness or emergency in the immediate family. Sick leave hours may be used for doctor/dental appointments and/or for the care of the employee, spouse, children or parents of the employees.

9.8 - **Illness or Injury Incurred While Working for Another Employer.** Employees shall not be eligible to use paid sick leave for absences resulting from injury or illness incurred while working for another employer for pay, when such absence is compensable under Worker's Compensation through the other employer.

9.9 - **Light Duty Assignments.** Employees placed on light duty whether work related or non-work related shall be scheduled from Monday through Friday any time between the hours of 8 a.m. – 5 p.m. mirroring the number of hours they would be regularly scheduled for that pay period. No additional time will be accumulated while on light duty.

9.10 - **Funeral Leave for Immediate Family Member.** In the event of a death in the family; three (3) consecutive work Shifts will be provided for: Spouse, Children, Parents, Father-in-law, Mother-in-law, Brothers, Sisters, son-in-law, daughter-in-law, Brothers-in-law, Sisters-in-law, Grandchildren, Grandparents or Grandparents-in-law.

9.11 - **Funeral Leave for Pallbearer Duty.** Any employee may use one-half (1/2) Shift of accumulated sick leave when said employee actually serves as pallbearer. Verification of the funeral may be requested by the Department Head in advance of the leave.

9.12 - **Sick Leave for Non-Immediate Family.** Employees may use one (1) Shift of sick leave as funeral leave for a person other than an immediate family member, as defined in Section 9.7, above. Such time shall be deducted from the employee's sick leave bank.

## **ARTICLE X - ACCIDENTS AND INJURIES**

10.1 - **Worker's Compensation.** In case of personal injury on the job, or any accident involving City cars or equipment, regardless of how small, the employee involved shall cause a written report to be made as soon as possible to the Chief or immediate supervisor. In the event of an on the job injury, employees must as soon as possible report such injury in writing to their immediate supervisor. Supervisors will report such injuries on the Work Injury Report Form as supplied by the City and the original thereof to be submitted to the City, who shall make the necessary report to the Industrial Commission and the insurance carrier. In the event of a vehicular accident, verbal notice must be given immediately to the Chief or immediate supervisor followed by the written report required by this Section.

10.1.1 - Any employee incurring a bona fide work connected injury shall suffer no loss in pay

during the first three (3) calendar days of disability and lost time will not be deducted from accumulated sick leave. The City of Onalaska will reimburse the employee, after the first three (3) Shifts, for monies equaling their weekly pay with a deduction of sick or other accrued leave. Any time lost under this Section must be substantiated by a doctor's certification.

10.2 - It shall be the responsibility of the employee in making accident reports to give complete details including all possible witnesses along with names and addresses thereof to assure proper reporting to the Industrial Commission and/or insurance carrier.

#### **ARTICLE XI - GRIEVANCE PROCEDURE, ARBITRATION AND PROHIBITED PRACTICE**

11.1 - **Termination of Employee.** Any employee being discharged shall be so notified in writing therein which writing shall contain the reasons for such action. A copy shall be submitted to the President of the Association upon the written agreement with the involved officer.

11.2 - **Grievance Defined.** In the event of any disagreement concerning the meaning or application of any provision of this Agreement, such disagreement shall be resolved in the manner hereinafter set forth. A representative(s) selected by the grievant(s) shall be allowed to be present and participate at any stage of the procedure. Representation from the Local Association shall be limited to one (1) representative. Time limits referred to in the procedure may be waived by mutual consent of the parties in writing:

- Step 1. Any eligible employee(s) having a grievance shall, within five (5) work days of alleged violation, present his/her grievance to his/her immediate supervisor to attempt to reach a settlement. This can be presented orally and the supervisor may give his/her response orally within three (3) work days of presentation of the grievance. The supervisor shall be as defined in the Municipal Employment Relations Act 111.70 and 111.71.
- Step 2. If no satisfactory settlement is reached within three (3) work days after commencement of a grievance under Step 1 above, the matter shall be reduced to writing and presented to the Chief or designee within ten (10) working days. The Chief or designee shall meet and confer with the grievant within ten (10) working days after receiving the written grievance. The Chief or designee shall respond, in writing, within ten (10) working days after such conference.
- Step 3. If no satisfactory settlement is reached in Step 2, the grievance shall be submitted, in writing, to the Finance and Personnel Committee within ten (10) work days after receipt of the written decision of the Chief or designee in Step 2 above. The Finance and Personnel Committee shall meet and confer with grievant within fifteen (15) working days after receipt of the grievance. The Finance and Personnel Committee shall render a written decision within fifteen (15) working days after such conference.
- Step 4. Arbitration. If no satisfactory settlement is reached in Step 3, the grievant shall notify the

Finance and Personnel Committee within ten (10) working days after receipt of the Committee's decision, of an intent to submit the grievance to arbitration. A grievance shall be submitted to arbitration as follows:

1. The Association shall request the Wisconsin Employment Relations Commission to provide a panel of available impartial arbitrators from which a selection shall be made. The parties shall alternately strike names from this panel until one (1) remains. The party requesting arbitration shall strike first. The remaining arbitrator shall be notified of his/her selection as sole arbitrator in the matter. Each party shall bear its own expenses for witnesses and representatives, and both parties shall equally bear expenses of the arbitrator.
2. Not less than 10 days prior to the commencement of any grievance arbitration hearing, the parties will meet and exchange a list of witnesses they reasonably intend to call at the arbitration hearing, and all exhibits they can reasonably anticipate offering as evidence in that hearing. No witness or document may be admitted into evidence at the arbitration proceeding unless the party offering such evidence can show the arbitrator they could not, with reasonable diligence, have known the witness or evidence would be offered. Grievances subject to this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement, nor shall substitute his/her discretion for that of the City or the Association where such discretion has been retained by the City or the Association, nor shall he/she exercise any responsibility or function of the City or the Association. The wage structure of this Agreement may not be changed through the grievance procedure.
3. It is further agreed that the arbitrator shall render a written decision, which shall be final and binding upon both parties.

**11.3 - Last Chance Agreement Language.** If such incident(s) occur during the last chance period, the employer reserves the right to terminate [employee name]. [Employee name] and the Association reserve the right to appeal the termination to arbitration per the Collective Bargaining Agreement and the Wisconsin Statutes, but in the event there is a hearing regarding such termination, the parties agree that the only issue will be “did [employee name] engage in activity in violation of the last chance requirements?”

**11.4 - Prohibited Practice.** Prior to filing any prohibited practice complaint with the WERC, the Association agrees to give the City written notice of the substance of such Complaint at least (10) days prior to such filing, unless such prior notice requirement would cause the Association to be unable to satisfy

the applicable Statute of Limitations for filing of such Complaint.

## **ARTICLE XII - RESIDENCY REQUIREMENT**

12.1 - There shall be no restriction requiring Police Department employees to live within the city limits of Onalaska.

## **ARTICLE XIII - INSURANCE**

13.1 - **Health Insurance.** All eligible employees under this Agreement shall be covered by a group medical, hospital, and major medical plan provided by the City. The premium for such insurance plan shall be paid at 80% by the City and 20% by the employee through payroll deduction.

13.2 - **Group Life Insurance.** All eligible employees wishing to participate in the group life insurance can do so the first of the month that is one (1) month after date of Wisconsin Retirement System participation and it is agreed that the City shall pay the premium for administration costs or the actual administration costs, whichever is less.

13.3 - **Dental Insurance.** All eligible employees under this Agreement shall be covered by a dental insurance plan whereby the city shall pay one hundred per cent (100%) of the single and family premiums for such coverage.

## **ARTICLE XIV - RETIREMENT**

14.1 - The City agrees to pay in addition to the employer's contribution, the employee contribution to the Wisconsin Retirement Fund provided that a portion of the employee's contribution to the Wisconsin Retirement Fund shall not exceed 5% of reportable wages to such employee. The remainder of the employee's contribution to the Wisconsin Retirement Fund shall be paid by each employee through payroll deduction. Employees hired after 7/1/11, shall contribute at the same rate as general municipal employees unless exempted from state statute. The City shall pay the remainder.

## **ARTICLE XV - SEVERANCE**

15.1 - All employees shall give a two (2) week written notice to their Chief or designee of their intention to terminate their employment; and full-time employees shall receive a two (2) week written notice if the management intends to terminate their employment, except in disciplinary cases or those on probation in which case, no such notice is required. Regular full-time employees complying with this section shall be entitled to terminal vacation pay based on the number of shifts due, computed from their last anniversary date of employment to last full day of employment. The employee may leave sooner than two (2) weeks with no loss of accrued pay/benefits at the sole discretion of the employer, provided however, if the employer elects to have the employee leave sooner than the two (2) weeks, the employer shall continue the employee's pay for the period that the employee leaves early.

## **ARTICLE XVI - SEPARABILITY**

16.1 - Should any provision of this Agreement be found to be in conflict to any federal or State

laws, said provision shall be renegotiated and all other provisions shall remain in full force and effect for the duration of this Agreement.

16.2 - The City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement except for mandatory subjects of bargaining with the meaning of Wisconsin Statutes 111.70.

## **ARTICLE XVII - WORK WEEK AND OVERTIME**

### **17.1 - Work Schedule.**

(a) The standard shift ("Shift") for all officers shall be 8.5 hours. The City and the Association recognize that any officer assigned to a special assignment may have a different work shift during the special assignment. Overtime will begin to accrue pursuant to Section 17.2 when an officer has worked more consecutive hours than provided in such officer's standard Shift.

(b) Until the requirements of Section 17.1(c) are satisfied, the basic work week schedule shall consist of a cycle of five (5) days on and two (2) days off followed by five (5) days on and three (3) days off (5-2, 5-3) and then repeating the cycle. Officers may be assigned to special assignments causing them to work a schedule other than (5-2, 5-3). Changes to the schedule may be made with the approval of the Police Chief or designee and the individual officer.

(c) The City may change the basic work week schedule to a new schedule of up to 2080 hours per year per officer following the occurrence of: (1) ninety percent of the patrol officers employed by the City have a standard shift of 8.5 hours and (2) the City has received a proposal of recommended schedules from a committee consisting of three patrol officers, one sergeant, the Police Chief and either the Assistant Police Chief or other person designated by the Police Chief after such committee has commenced for no less than six (6) months. For the duration of this Agreement (January 1, 2023 - December 31, 2025) and until the expiration of the agreement beginning January 1, 2026 the City agrees not to implement a schedule change to a twelve hour shift regardless of what the committee may recommend.

17.2 - **Overtime.** Authorized time worked in excess of a Shift or in excess of the hours worked during the employee's regular work week, including employer mandated meetings, shall be paid at the rate of time and one-half (1-1/2) of the employee's basic rate, inclusive of shift differential or other payments outside of the basic rate of pay. Hours paid for vacation and holidays shall be included in the calculation of hours worked for purposes of the calculating hours worked in a Shift or the hours worked during the employee's regular work week. Hours paid for other Benefit Time (excluding vacation and holiday) shall not be included in the calculation of hours worked for the purposes of calculating hours worked in a Shift or the hours worked during the employees regular work week. For the purposes of this Agreement, Benefit Time shall be defined as paid time off for sick, compensatory time, or off eighteen (18) time. If an employee

is forced to work in excess of a Shift or in excess of the hours worked during the regular work week, the employee will be paid time and one-half (1-1/2) of the employee's basic rate, inclusive of shift differential or other payments outside of the basic rate of pay. An employee who is not working on the day overtime is needed because he/she is out, sick or taking compensatory time off will drop to the bottom of the seniority list for purpose of such overtime unless such employee informs the Chief of Police, or designee, that the employee is available for an unscheduled shift on such day.

**17.2.1 - Distribution of Overtime.** Management reserves the right to adjust officers' schedules when there is more than 24 hours' notice and nothing within this document waives that right of management.

1. When management decides to fill a patrol shift that is vacated with LESS than 24 hours' notice, it will use the following guidelines to the extent possible.

(a) A vacated patrol shift overtime will be filled by first offering the time, in blocks up to one-half (½) shift each, to each working (or scheduled to work) shift adjacent to the vacant shift. The supervisor filling the vacant shift may call or utilize a mass electronic notification system (i.e. Rave) to notify adjacent shifts of the available overtime. When, and where possible, the supervisor should leave a voice message and/or text message similar to:

1. Date, time, type (i.e. shift) vacancy.
2. Length of vacancy (i.e. 4 ¼ hours).
3. Phone number to call back if they wish to pick up overtime.
4. Message to indicate it will be filled by seniority and will move on to the next person.
5. If vacancy is not filled within 15-minutes of notification being sent out, supervisor will move to step (b) in filling the vacancy.

(b) Any remaining shift vacancy, if not filled by adjacent shifts, will be initially offered by seniority via a mass electronic notification system, unless system is unavailable or impracticable.

1. All officers, regardless of their status, will receive notifications except; Chief of Police, Assistant Chief, Sergeants and any other non-union and exempt management positions.
2. All officers (including specialty assignments such as, but not limited to; Investigators, DARE & SRO) are eligible to pick up vacated patrol shift overtime. Positions will be filled by first come first served. Seniority is based on date of hire (DOH), not date of appointment/promotion.
3. Officers are ineligible to pick up vacated shifts if they are utilizing the following benefit time on the same calendar date as the vacated shift:

a. Sick Time



b. Funeral Leave

c. Administrative Leave

d. Light Duty

e. Vacation, Personal or Holiday (VPH) if it falls on the same shift as the vacated shift overtime. (Example: 1<sup>st</sup> shift officer who has previously scheduled VPH day, cannot pick up overtime for that same 1<sup>st</sup> shift, essentially using VPH time and earning overtime during the same shift. In contrast, 1<sup>st</sup> shift officer who has previously scheduled VPH time, can pick up overtime for 2<sup>nd</sup> or 3<sup>rd</sup> shift on the same day as their scheduled 1<sup>st</sup> shift VPH time.) This language does not preclude an officer who is scheduled for VPH time during the same shift vacancy from voluntarily choosing to cancel all or half/partial (depending on position) of their time off to fill the shift vacancy.

4. When and where possible, mass notification of the shift vacancy will include the same items above under section 1(a) steps 1 through 4.
5. If the vacancy was not filled by the above procedure management may order the least senior officer of each adjacent shift to cover the vacant hours. At no time (except in the case of an emergency) should this procedure allow or cause any officer to work more than a shift and one-half in a row. If the least senior officer would not have at least (6) hours off between times worked, they would not be required to work unless no one else is available.
6. Once the vacancy is filled, a second mass notification will be sent indicating the shift vacancy was filled.
7. Throughout this procedure, the officer must work all the available time up to the half shift limit unless all other options have been exhausted. (Officers cannot elect to work only a portion of the available overtime.)
8. For situations that are not directly described in this section, management reserves its right to make necessary staffing decisions.

2. When management decides to fill a patrol shift that is vacated with MORE than 24 hours' notice, it will use the following guideline to the extent possible.

(a) Vacated patrol shifts will be offered by seniority via mass electronic notification system (i.e. RAVE, email, etc.), unless system is unavailable or impracticable.

1. Notification will be sent out to all officers except Chief of Police, Assistant Chief, Sergeant's, non-union staff and any other exempt management personnel.
2. All officers (including Investigators and specialty assignments such as but not limited

to; DARE and SRO) are eligible to pick up the vacated patrol shift overtime.

3. Positions will first be offered by seniority for a set period of time, the length of which will be determined by management, based on factors such as date of vacancy. Management reserves the right to determine the length of this set period of time.
4. After set period of time expires, overtime is available on a first come first served basis for vacancies.
5. When and where possible, mass notification of shift vacancy will include the same items above under section 1(a) steps 1 through 4 with exception of the established set period of time in lieu of the 15-minute notification limit and instruction on signing up for available overtime.
6. If the vacancy was not filled by this procedure, management may order the least senior officer on each adjacent shift of the vacancy, to work the shift vacancy. If no one else elects to work the vacancy and officers from the adjacent shifts are ordered to cover the vacancy, the vacancy may be filled by seniority of those officers working adjacent to the open shift. At no time (except in the case of an emergency) should this procedure allow or cause any officer to work more than a shift and one-half in a row. If the least senior officer would not have at least (6) hours off between times worked, they would not be required to work unless no one else is available.

### 3. Distribution of Overtime for Specialty Assignments.

(a) When the need arises to fill a specialty overtime position(s) (i.e. event security, political figure security/traffic control, protests or other emergent situations) a mass notification will be made utilizing the electronic notification system (i.e. Rave, email, etc.), if available.

1. Notification will be made to all officers and sergeants, including specialty positions such as Investigators, DARE and SRO, but excluding upper management positions. Positions will first be offered by seniority for a set period of time, the length of which will be determined by management, based on factors such as date of vacancy. Management reserves the right to determine the length of this set period of time.
2. When and where possible the mass communications of specialty overtime will include same items under section 1(a) steps 1 through 4 to include instruction on signing up for available overtime.
3. Reoccurring specialty overtime, such as traffic grants, or other non-emergent special events similar to National Night Out, Celebrate Onalaska, etc. will be filled utilizing the same procedure under section 2(a) steps 1 through 5 to include the overtime vacancy sign-up sheet location in lieu of a call back phone number, when applicable.

**17.3 - Straight-Time Compensatory Time Off.** Time worked in excess of the regularly scheduled duty hours for schooling in lieu of regular work schedule, department-wide and shift meetings, shall be compensated for by time off calculated at a straight time rate. In lieu of time off, the Chief or designee, in his/her sole discretion, may elect to pay straight time wages for such time.

**17.4 - Department Meetings.** Departmental meetings (that are less than department-wide meetings) shall be compensated at the rate of time and one-half (1-1/2) of the employee's basic rate of pay.

**17.5 - Straight time for Training.** Schooling in lieu of a regular work hours/schedule and/or recertification training shall be compensated at time off at a straight time rate of pay.

**17.6 - Compensatory time.** Employees will be allowed the option to accrue a total of five (5) Shifts of compensatory time in a calendar year, at the rate of time and one-half (1-1/2) hours for each hour of overtime worked. Only overtime hours may be used to accrue compensatory time. Once an employee accrues a total of five (5) Shifts of compensatory time in a calendar year, any additional overtime will be paid out pursuant to the contract at one-half (1-1/2) times the annual hourly rate for all such overtime worked. In order to request the use of accrued compensatory time, a request must be received within (2) hours prior to the requested time off. Further, the use of compensatory time will not be approved where it causes a staffing shortage and/or inadequate law enforcement coverage in the opinion of the Chief or designee. Employees who are unable to use their accrued compensatory time during the calendar year will be paid in a pay period of December for all unused banked hours equivalent to FLSA requirements. Compensatory time must be taken in half Shift increments at a minimum. A date certain will be given to the Chief or designee in November by Human Resources when compensatory time can no longer be earned in the month of December. Any compensatory time accrued thereafter will be paid out as overtime.

**17.7 - Training designation.** The Chief of Police shall designate all training as "training for recertification," "mandatory training," or "voluntary training."

**17.7.1 - Training for recertification.** In the case of training for recertification (defined as the annual training required by the State of Wisconsin for members to remain certified as Police Officers, consisting of up to forty (40) hours to be concluded by the end of June), the Department may modify the starting times and days of the individuals attending that training, as well as the starting times and days for other law enforcement officers as necessary to accommodate that training for recertification.

**17.7.2 - Mandatory training.** In the case of mandatory training (other than the training required for recertification), the normally scheduled hours of work of the employee attending the training may not be modified, except by mutual agreement between the Chief and the Association.

**17.7.3 - Voluntary training.** In the case of voluntary training, the Department may modify the starting time and days of the affected member without incurring overtime.

**17.8 - Annual Shift Bidding Procedure – Specialty Assignments.** On an annual basis the

Department will allow personnel to bid on the various shifts and patrols with selection being based on tenure, providing that the individual applicants possess the necessary qualifications, ability and suitability to perform the job function. The Chief or designee will consult with the Association President relative to any conflicts. This section shall not preclude the right of the Chief or designee to change shift assignments due to requests for time off, illness, emergencies and unforeseen circumstances whereby the service of the Department may be in jeopardy. "Requests for time off" is defined as vacation, holiday, compensatory and off 18 time off.

**17.9 - Specialty Assignments.** This section applies to officers who are assigned by the Chief of Police to positions such as SRO and DARE. The Chief of Police reserves the right to maintain, eliminate or modify these positions and/or duties as determined to best fit the needs of the department.

**17.9.1 - Schedule.** The SRO and DARE assignments will consist of a year-round 5 on, 2 off rotation. These assignments will consist of an 8.5-hour work day. Officers working in these assignments will receive 18 additional days (Off 18 Time) off per year on a prorated basis based on when they began/ended in their assignment.

**17.9.2 - Shift Bidding.** When school is not in session during the summer months, officers in specialty assignments will be assigned to work either 1<sup>st</sup> or 2<sup>nd</sup> shift, based on the seniority of the specialty officers. The senior officer will be allowed to choose their desired shift at the same time as the department shift bidding process is held. The least senior officer will be assigned to the vacant shift. During the summer months when school is not in session, officers in these specialty positions will remain in a 5 on 2 off work rotation and will count towards patrol shift minimums (and the remaining months of the year will not count towards patrol shift minimums). Blackout dates or specialty shift minimums may apply to these assignments. SRO/DARE officers in these specialty assignments shall utilize all of their Off-18 benefit time in conjunction with school holidays/breaks and other scheduled "no school" days throughout the normal school year and shall not receive any additional benefit time outside of this agreement.

## **ARTICLE XVIII - CALL-IN AND COURT APPEARANCES**

**18.1 - Call-In.** A minimum of one (1) hour calculated at the rate of time and one-half (1-1/2) as defined in Section 2, Article XVII, is guaranteed an employee who is requested to and returns for duty at a time when he/she would not otherwise have to be on duty. The aforesaid call in provision does not apply where an employee is requested and reports for duty any time within two (2) hours immediately preceding his/her regular starting time for work or when he/she is requested and works later than his/her regular quitting time. Any employee called in may be required to work the full one (1) hour.

**18.2 - Court Time.** A minimum of two (2) hours calculated at the rate of time and one-half (1-1/2) as previously defined, is guaranteed an employee who is required to and appears for Court on department business when he/she would not otherwise have been on duty. Or, one (1) hour at time and one-half (1-

1/2) if receives less than 24 hours' notice of cancelation of Court (prior to appearing) for department business when he/she would not otherwise have been on duty. For purposes of this provision, appearance in court on departmental business shall be construed to cover only those court appearances when the employee is not entitled by law to a witness fee therefore. Any employee so called in may be required to work the full two (2) hours if the court appearance does not take the full two hours.

### **ARTICLE XIX - UNIFORMS**

19.1 - All employees are required to wear a uniform in the performance of their duties as prescribed by the Department. Uniforms will be furnished by the City and shall remain the property of the City.

19.2 - Replacement of worn apparel will be made by the City upon return for inspection of worn articles. Maintenance of uniforms in a manner as prescribed by the Department shall be the responsibility of the individual employee.

19.3 - **Damage to Personal Property.** Corrective lenses that are damaged, or lost, as a result of duty related incident shall be replaced, or repaired, by the City for an amount not to exceed one hundred twenty-five dollars (\$125.00) with receipt. Proof of loss must be documented by a police report and notification to the employee's immediate supervisor. Payment shall be made in the next period following receipt of documentation by the City.

19.4 - Should the IRS make a determination that the above uniform items are ruled a benefit and therefore become taxable, the City shall follow the IRS rules and regulations.

### **ARTICLE XX – COMPENSATION PLAN**

#### **20.1 - Longevity Pay.**

<u>Percentage</u>	<u>After</u>
2%	ten (10) years
4%	fifteen (15) years
5%	twenty (20) years

20.2 - Longevity pay shall be paid in installments along with the regular scheduled payroll periods.

#### **20.3 – Wages**

<b>Effective January 1, 2023 (2.0% across the board)</b>	<b>Hourly</b>	<b>Overtime</b>
Starting Rate	\$ 28.82	\$ 43.23
After (1) year	\$ 30.33	\$ 45.50
After (2) years	\$ 31.24	\$ 46.86
After (3) years	\$ 32.17	\$ 48.26
After (7) years	\$ 32.81	\$ 49.22
After (10) years	\$ 33.14	\$ 49.71
Investigator under one year (2.5% above top patrol)	\$ 33.97	\$ 50.96
Investigator after one year (5% above top patrol)	\$ 34.80	\$ 52.20

<b>Effective July 1, 2023 (2.0% across the board)</b>	<b>Hourly</b>	<b>Overtime</b>
Starting Rate	\$ 29.40	\$ 44.10
After (1) year	\$ 30.94	\$ 46.41
After (2) years	\$ 31.86	\$ 47.79
After (3) years	\$ 32.81	\$ 49.22
After (7) years	\$ 33.47	\$ 50.21
After (10) years	\$ 33.80	\$ 50.70
Investigator under one year (2.5% above top patrol)	\$ 34.65	\$ 51.98
Investigator after one year (5% above top patrol)	\$ 35.50	\$ 53.25

<b>Effective January 1, 2024 (1.5% across the board)</b>	<b>Hourly</b>	<b>Overtime</b>
Starting Rate	\$ 29.84	\$ 44.76
After (1) year	\$ 31.40	\$ 47.10
After (2) years	\$ 32.34	\$ 48.51
After (3) years	\$ 33.30	\$ 49.95
After (7) years	\$ 33.97	\$ 50.96
After (10) years	\$ 34.31	\$ 51.47
Investigator under one year (2.5% above top patrol)	\$ 35.17	\$ 52.76
Investigator after one year (5% above top patrol)	\$ 36.03	\$ 54.05

<b>Effective July 1, 2024 (1.5% across the board)</b>	<b>Hourly</b>	<b>Overtime</b>
Starting Rate	\$ 30.29	\$ 45.44
After (1) year	\$ 31.87	\$ 47.81
After (2) years	\$ 32.83	\$ 49.25
After (3) years	\$ 33.80	\$ 50.70
After (7) years	\$ 34.48	\$ 51.72
After (10) years	\$ 34.82	\$ 52.23
Investigator under one year (2.5% above top patrol)	\$ 35.70	\$ 53.55
Investigator after one year (5% above top patrol)	\$ 36.57	\$ 54.86

<b>Effective January 1, 2025 (1.5% across the board)</b>	<b>Hourly</b>	<b>Overtime</b>
Starting Rate	\$ 30.74	\$ 46.11
After (1) year	\$ 32.35	\$ 48.53
After (2) years	\$ 33.32	\$ 49.98
After (3) years	\$ 34.31	\$ 51.47
After (7) years	\$ 35.00	\$ 52.50
After (10) years	\$ 35.34	\$ 53.01
Investigator under one year (2.5% above top patrol)	\$ 36.24	\$ 54.36
Investigator after one year (5% above top patrol)	\$ 37.12	\$ 55.68

<b>Effective July 1, 2025 (1.5% across the board)</b>	<b>Hourly</b>	<b>Overtime</b>
Starting Rate	\$ 31.20	\$ 46.80
After (1) year	\$ 32.84	\$ 49.26

After (2) years	\$	33.82	\$	50.73
After (3) years	\$	34.82	\$	52.23
After (7) years	\$	35.53	\$	53.30
After (10) years	\$	35.87	\$	53.81
Investigator under one year (2.5% above top patrol)	\$	36.78	\$	55.17
Investigator after one year (5% above top patrol)	\$	37.68	\$	56.52

20.4 - **Shift Differential.** An additional twenty-five cents (\$0.25) per hour shall be paid to employees working 2<sup>nd</sup> or 3<sup>rd</sup> Shift.

20.5 - **Out of Classification Pay.** When assigned temporarily to duties commonly assigned or expected of a higher classification (i.e. Investigator) the rate of pay shall be two and one half (2-1/2) percent above the highest rate of the classification normally assigned. If the assignment goes over 10 days worked in any one (1) year period the employee shall be paid at the rate of the classification he/she is assigned retroactive to the first day assigned to that classification.

20.6 - **Field Training Officer Pay.** Field Training officers will receive one-half (1/2) hour overtime pay for every Shift of work while serving as a Field Training Officers.

20.7 - **Lateral Transfers.** The City, at its discretion, may hire and place new officers with experience in other departments in a comparable wage and vacation tier as part of a lateral transfer. The seniority date would be the hire date of the new officer.

20.7.1 - A new officer with at least three (3) years of full-time officer experience at another agency may start at Step 2 (After two years) of the officer pay scale and receive up to two (2) weeks of vacation.

20.7.2 - A new officer with at least five (5) years of full-time officer experience at another agency may start at Step 3 (After three years) of the officer pay scale and receive up to three (3) weeks of vacation.

## **ARTICLE XXI - DUES DEDUCTION**

21.1 - The City agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

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

21.3 - Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer and the Association and with the understanding that the deduction will cease as soon as

reasonably practical after receipt of written notice of revocation.

21.4 - 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 or Local Association Constitution or Bylaws. No employee shall be denied membership because of race, creed, color, sex, or other legally protected class status.

21.5 - It is expressly understood and agreed that the Association will refund to the City any dues erroneously deducted by the employer and paid to the Association. The Association shall indemnify and hold the City harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the City, including costs of defense and attorney's fees, which may arise out of City's compliance with this Article. It shall be the responsibility of the Association to collect any back fees, such as might occur when an employee has no earnings in the period when deductions are normally made. Remittance will be made to the Association treasurer or designee of the Association within five (5) work days after deduction. The Association agrees that it must present any claim or error of any remittance to the City Clerk's office at least ten (10) calendar days prior to the next deduction period. It further provides that any error shall not be subject to the grievance procedure.

#### **ARTICLE XXII - JURY DUTY**

22.1 - An employee called for jury duty shall receive his/her salary for such service, provided the employee shall pay any compensation received for said service with the Finance department, excluding any payment received as mileage. An employee shall perform his/her regular duties at any time during which the employee's service is not required as a juror.

#### **ARTICLE XXIII - EQUIPMENT**

23.1 - Employees shall report any unsafe, defective or lost equipment that may impede the carrying out of assigned duties and responsibilities to supervisory personnel in the regular chain of command. The City shall make every reasonable effort to correct or replace any unsafe, defective or missing equipment that impedes the carrying out of assigned duties and responsibilities of employees covered by this Agreement. This section shall not impede management from redefining what equipment shall be issued to officers of patrol cars. But when equipment is issued, all officers with similar needs should be similarly equipped within reason.

#### **ARTICLE XXV – DURATION**

24.1 - **Effective Date of Agreement.** All articles of this Agreement will be effective January 1, 2023 unless otherwise expressly stated herein.

24.2 - **Reopening Agreement.** If there is not notice given by either the City or the Association prior to August 1st to amend, add, or delete any item in this Agreement, then this Agreement shall be automatically renewed for another calendar year. If notice to amend, add, or delete any item in this



Agreement is made by either party prior to August 1st, a date for the first negotiating meeting shall be set by mutual agreement, so that said meeting will be held prior to September 1st. Every effort shall be made to complete negotiations prior to the October meeting of the Onalaska Common Council.

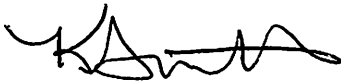
24.3 - **Term of Agreement.** This Agreement shall be binding and in full force and effect from January 1, 2023 to December 31, 2025, at midnight.

24.4 - **Entire Agreement.** This agreement constitutes the entire Agreement between the parties. Any outstanding amendment(s) or agreement(s) supplemental hereto shall not be binding upon either party either written or verbal unless executed in writing by the parties hereto as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on this 31st day of October, 2022.

City of Onalaska, Wisconsin

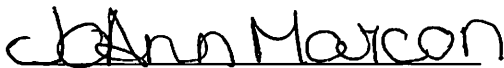


Kim Smith, Mayor

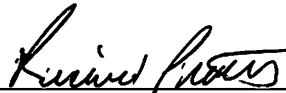
Onalaska Professional Police Association Wisconsin  
Professional Police Association



Mike Backus, WPPA LEER



JoAnn Marcon, Clerk



Richard Proctor



Chad Marcon

## APPENDIX I

### EMPLOYEE LIST

<u>Name</u>	<u>Anniversary Date</u>
Peter Jakowski	04/29/85
Terry Lund	01/04/93
Barry Holm	07/25/94
Shawn Robinson	11/08/95
Chad Marcon	11/18/96
Mike Moeller	12/01/97
Rich Elias	07/17/00
Rick Proctor	01/08/01
Leah Myers	04/17/06
Justin Kingery	02/23/09
Travis Gordon	12/08/14
Grant TeBeest	05/19/15
Tyler Thilges	10/10/16
Trevor Carlson	10/11/16
Danielle Engen	08/15/17
Colin Riley	04/10/18
Tyler Blair	03/21/19
John Pudowski	05/21/19
Josh Goldbeck	09/09/20
Tanner Sutton	10/19/20
Cooper Zumach	07/06/21
Trevor Lopez	07/30/21
Kevin Sullivan	07/30/21
Jason Smith	01/31/22
Michael Johnson	05/31/22

## APPENDIX II

### CITY OF ONALASKA K-9 UNIT AGREEMENT

This agreement is among the Onalaska Police Department, the City of Onalaska and the Onalaska Professional Police Association for the purpose of establishing guidelines to govern the K-9 Unit for the Onalaska Police Department.

**Definition of terms:** The following terms shall have the meaning ascribed as follows:

- A. Onalaska Police Department or Department: The police department for the City of Onalaska Police Department
- B. City of Onalaska: The official entity that is the governing municipality of the City of Onalaska, hereafter to be referred to as the City
- C. Onalaska Professional Police Association or OPPOA: The union that represents the Onalaska Police Department Patrol Officers
- D. Administration: The Chief of Police for the Onalaska Police Department or his/her designee.
- E. Handler: Officer assigned as the Onalaska Police Department K-9 officer. This assignment carries a rank of Patrol Officer.

The City of Onalaska and the OPPOA agree to the following items if a K-9 unit is established in the City of Onalaska.

**Background:** The Onalaska Police has an existing K-9 unit. The Handler for the K-9 will be chosen via competitive process from among applicants within the Onalaska Police Department. The Handler will train with the K-9 and the K-9 will primarily reside at the residence of the officer chosen as Handler.

**Program:** The Handler will work a unique shift which will be set monthly to meet the needs of the Department, the City and any mutual aid requirements that are programmed. The K-9 shift will be considered a special assignment according to 17.1 of the CBA to allow for maximum utilization of the K-9. The nature of the K-9 assignment necessitates flexibility on the part of the Handler and Administration. The Handler's monthly schedule will be set by Administration one week prior to the beginning of each month. The Handler's monthly schedule may be subject to change as need dictates. Shift changes for the K-9 Handler will be governed by the language in the Union Contract between the City and OPPOA.

**Compensation:** The Handler shall be compensated for the time spent in the care, feeding, grooming, and other needs of the dog and equipment. The Handler will receive ½ hour off of each day working to care for the dog and equipment. If benefit time is used, then 8 hours of benefit time will be deducted from the appropriate leave bank rather than 8.5 hours of leave time. Compensation shall be paid at the Handlers rate of pay for ½ hour of regular pay or overtime pay consistent with language outlined in 17.2 of the CBA for the time spent caring for the dog and equipment. Any benefit time that is left after utilizing half or whole shifts shall be allowed to be utilized in the full increment remaining (i.e. if 1.5 hour remains the Handler must use 1.5 hours) provided that minimum staffing requirements are met.

**Overtime:** There will be times when the K-9 unit will be required in circumstances that require the utilization of overtime. Overtime for the K-9 unit will be at the discretion of Administration or the

supervisor on duty at the time the need arises. The Handler would remain eligible for other overtime, (as is every officer) as long as the said overtime does not interfere with duties involving the K-9.

**Kenneling Services:** The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off of one (1) week or more will be born by the City. Kenneling services necessitated by any time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor/individual who will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The one half hour of compensation awarded for the care and maintenance of the canine shall not apply when the dog is being kenneled at the City's expense.

**Training:** Training for the K-9 will normally be accomplished during the duty day. If the Handler wishes to train with other jurisdictions the Handler may request that his or her schedule be adjusted to allow for the additional training. Initial training for the K-9 Handler entails approximately 5 weeks out of state. During the initial training the Handler will work the schedule required by the training activity. Compensatory time for travel will be governed by the language in the Union contract between the City and the OPPA.

**Vehicle:** The vehicle used by the Handler will be specially equipped to transport the K-9. This squad will be considered a take home vehicle for the Handler as the Handler will be transporting the K-9 between his or her residence and the Police Department. The Handler will be responsible for the cleanliness of the vehicle and will assure that the vehicle is taken to the City Shop for required routine maintenance, (oil changes etc.). Any vehicle repairs needed will be accomplished via a Vehicle Maintenance form forwarded to Administration for action.

**Housing:** A kennel will be constructed and maintained at the primary residence of the Handler for housing of the K-9. All costs of construction for the kennel and maintenance of the dog including food, vet bills and formal training will be borne by the Onalaska Police Department.

It is anticipated that any veterinary needs will be accomplished during the normal working day. If an emergency arises that necessitates an unscheduled veterinary visit outside of the normal duty day, it will be treated as overtime. Emergencies involving the K-9 will be treated as all emergencies and as such situational in nature. In other words, emergencies involving the authorization of overtime will be handled on a case by case basis.

**Injured in the Line of Duty:** If the K-9 is injured in the line of duty and becomes incapacitated and no longer able to perform K-9 duties the Handler will have the option of keeping the K-9. If the Handler elects to keep the dog, it will become the personal property of the Handler. Once this occurs, all maintenance, care, feeding, and veterinary expenses become the sole responsibility of the Handler (outside of the costs from the initial on the job injury until end of healing plateau has occurred).

**Duration:** The officer chosen as Handler will agree, as a condition of this assignment, to remain on this Special K-9 Shift for the duration of the K-9's work life with the Department. This covers a period of between 5 to 7 years. This will assure that the officer chosen as Handler will remain on this flexible shift as previously specified above, assuring maximum utilization of the K-9. This MOU will carry over as an addendum to any future contract between the City of Onalaska and OPPA entered into during the K-9 program.

The Handler enters the K-9 program with the understanding that the Handler will continue with this assignment for the work life of the dog. If the Handler opts out of the program for reasons not related to injury or inability to physically perform the duties of Handler, then the Handler will reimburse to the City

a pro-rated share of the training costs. Since the work life of a K-9 dog is variable (generally between 5 to 7 years), for the purposes of this Agreement a work life of 5 years is stipulated. Training costs are estimated at \$5,000.00. A Handler opting out of the program would be assessed a pro-rata portion of the training cost (i.e. opting out after two years would carry a repayment of 60% of the cost to train a replacement) except in cases where the Chief and the Handler deem it reasonable for the Handler to opt out of the program. If there is a disagreement by the Chief and Handler as to reasonableness, a review board will be held to determine if it is reasonable for the Handler to opt out of the program and not be assessed fees. The review board will be comprised of three people:

1. An employee as selected by the union.
2. An employee as selected by the Chief.
3. An independent citizen as agreed upon by both parties.

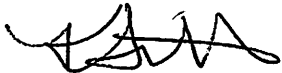
The outcome from the review board will be final (not subject to arbitration) and given to both the Handler and the Chief in writing.

**After Useful Working Life:** Once the dog has exhausted its useful working life the Handler will have the option of keeping the K-9. If the Handler elects to keep the dog, it will become the personal property of the Handler. Once this occurs, all maintenance, care, feeding, and veterinary expenses become the sole responsibility of the Handler. The kennel that is constructed on the Handler's property will at this time also become the property of the Handler.

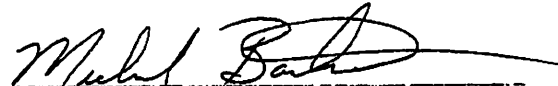
This Agreement will remain in effect for the duration of the Handler's assignment and will be administered in conjunction with the Onalaska Police Department K-9 Policy.

CITY OF ONALASKA

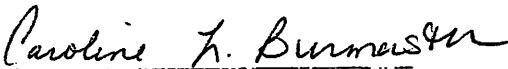
ONALASKA PROFESSIONAL POLICE  
ASSOCIATION, WISCONSIN PROFESSIONAL  
POLICE ASSOCIATION



Kimberly A. Smith, Mayor



Mike Backus, WPPA LEER



Caroline L. Burmaster, Clerk



Richard Proctor

## APPENDIX III

### CITY OF ONALASKA RECRUIT OFFICER AGREEMENT

This agreement is among the Onalaska Police Department, the City of Onalaska and the Onalaska Professional Police Association for the purpose of establishing guidelines to govern the Recruit Officer position with the Onalaska Police Department.

This is to confirm the understanding reached by the parties for hiring, wages and benefits for an Officer that has not attended a Police Recruit Academy. The parties agreed to the following:

1. Newly hired police officers who are required to attend the police recruit academy to become certifiable will receive 75% of the "Starting Rate" listed under Section 20.3 *Wages* of the OPPA Contract, while in attendance at the academy. Upon the first day working following graduation, the "recruit officer" will move to the status of "certified" police officer and will begin receiving compensation at 100% of the "Starting Rate".
2. If a newly hired non-certified officer is assigned to Field Training prior to the start of the recruit academy the officer will receive pay at "Starting Rate" until they are assigned to the recruit academy. Once the officer is assigned/begins the recruit academy they will receive 75% of the "Starting Rate" as listed in the above section 1. The intent of this section is for basic recruit academy training only and for the dates while the new officer is assigned to the academy.
3. The City of Onalaska will pay for academy costs, limited to tuition, books and basic patrol uniform gear required at the academy provided the Law Enforcement Standards Boards approves the City's choice of academy location. Mileage reimbursement may be provided by the State of Wisconsin. Overtime is generally not permitted while attending the academy. Overtime will be paid for any hours over 40 in a single week, if the recruit is required to attend in person training as part of their curriculum. Travel to/from the academy, along with study time to successfully complete the academy is not subject to overtime. The recruit shall be paid 40 hours per week while attending the academy.
4. During the academy, the recruit officer is in probationary status, and serves at the pleasure of the Chief of Police and may be terminated. The Chief of Police or their designee shall receive reports from the Academy Director regarding attendance and performance. The recruit officer shall adhere to the City's attendance policy as well as the academy attendance policy. The recruit officer may not carry a concealed weapon until such time the recruit officer successfully completes the academy and qualifies with the department issued firearm. This does not preclude the officer from carrying a concealed weapon if they have a valid Wisconsin CCW permit. If the police recruit fails the academy they may be terminated.
5. For WRS purposes/benefits, the recruit officer shall be considered "protective class" status. The police recruit shall be sworn in by the City of Onalaska Clerk prior to the start of the recruit academy per Wisconsin Training and Standards Rule and Regulations. Attendance at the Police Academy shall result in the Officer's probationary period being extended equal to the time spent in the academy.

6. Seniority – For seniority purposes, a recruit officer's seniority status begins on their date of hire.


7. Holiday Pay – Any holiday, designated in the OPPA Contract in section VII, which occurs during the time the recruit is attending the academy, shall be paid as straight time, whether worked or not.

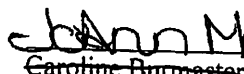

8. Benefit time such as Vacation Days will not be available for use while the recruit is attending the Law Enforcement Academy unless given prior approval by the Chief of Police or designee.

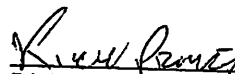
CITY OF ONALASKA

 8/10/20  
\_\_\_\_\_  
Kim Smith (date)  
Mayor

ONALASKA PROFESSIONAL POLICE  
ASSOCIATION, WISCONSIN PROFESSIONAL  
POLICE ASSOCIATION

 7/13/20  
\_\_\_\_\_  
Mike Backus (date)  
WPPA

 8/10/20  
\_\_\_\_\_  
Caroline Burmaster (date)  
City Clerk -  Jann Marcon

 08/07/20  
\_\_\_\_\_  
Rick Proctor (date)  
OPPA President



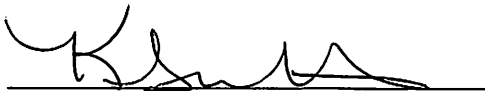
## Letter of Understanding

The City of Onalaska and the Onalaska Professional Police Association (OPPA) as represented by the Wisconsin Professional Police Association by this Letter of Understanding hereby agree to modify the current collective bargaining agreement concerning Article XX- Compensation Plan. Section 20.4 Shift Differential, as follows:

20.4 – Shift Differential. An additional twenty-five cents (\$0.25) per hour shall be paid to: Employees working 2<sup>nd</sup> or 3<sup>rd</sup> shift patrol. No shift differential shall be paid to employees working 1<sup>st</sup> shift patrol, Investigators and Specialty Assignments (SRO/DARE) unless their shift is extended (early or late) due to calls for service, shift vacancy, investigation, etc. at which point shift differential only applies to those additional hours that fall within the 1:30 PM – 6:00 AM time period. Employees working outside of their regular scheduled shift for situations such as, meetings, training, court, special details/assignments, shall be paid shift differential for all hours worked between the hours of 1:30 PM and 6:00 AM. Employees on light duty are not eligible for shift differential.

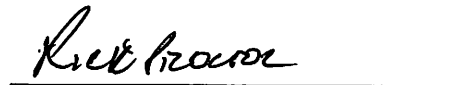
Signed and agreed to on January 31, 2023.

CITY OF ONALASKA



Kim Smith, Mayor

ONALASKA Professional Police  
Association WPPA/LEER



Rick Proctor, OPPA President



JoAnn Marcon, City Clerk



Mike Backus, WPPA/LEER

## Letter of Understanding

The City of Onalaska and the Onalaska Professional Police Association (OPPA) as represented by the Wisconsin Professional Police Association by this Letter of Understanding hereby agree to the following understanding regarding Lateral Transfer concerning Article VIII Vacation and Article XX Compensation Plan. Section 20.7 – Lateral Transfers, as follows:

1. 20.7 - Lateral Transfers. The City, at its discretion, may hire and place new officers with experience in other law enforcement departments in a comparable wage and vacation tier as part of a lateral transfer. The seniority date would be the hire date of the new officer.
2. 20.7.1 Initial placement and progression of the new officer for purposes of wages, will include prior certified law enforcement experience that correlates with the compensation tier per Article XX – Compensation (i.e. after - 1 year, 2 years, 3 years, 7 years and 10 years). Up to three weeks of vacation will be granted for Lateral Transfers based on their prior experience. Once hired the officer will follow the vacation language under Article VIII and additional vacation will be based solely on their years of experience with the City of Onalaska.
3. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
4. Additionally, the parties agree that all terms to this Agreement are non-precedent setting as they may relate to any interpretation or application of the collective bargaining agreement for any other purpose
5. The City of Onalaska and the Onalaska Police Association agree to this MOU during the current contract period (2023-2025).

Signed and agreed to on January 23, 2024.

CITY OF ONALASKA



Kim Smith Mayor

ONALASKA Professional Police  
Association WPPA/LEER



Rick Proctor OPPA President



JoAnn Marcon City Clerk



Mike Backus WPPA/LEER



## LETTER OF UNDERSTANDING

The City of Onalaska and the Onalaska Professional Police Association (OPPA) as represented by the Wisconsin Professional Police Association by this Letter of Understanding, hereby agree to the following related to Insurance Premiums concerning Article XIII Insurance, specifically Section 13.1 Health Insurance which specifies as follows:

**13.1 - HEALTH INSURANCE.** All eligible employees under this agreement shall be covered by a group medical, hospital, and major medical plan provided by the city. The premium for such insurance plan shall be paid at 80% by the city and 20% by the employee through payroll deduction.

In recognition of recruitment and retention remaining an ongoing challenge and as a result of a surplus in 2023, the City wishes on a temporary and non-precedent setting basis to increase insurance benefits beginning in June of 2024 and continuing through December of 2024.

During this time the City will contribute 88% of the lowest cost tier 1 plan for regular full-time eligible employees and shall provide an equivalent benefit for employees eligible for healthcare insurance but who do not elect it. Regular full-time staff employed by the city on December 1, 2024 that do not elect the City's health insurance would receive a lump sum payment of \$492.24 in the first full pay period in December of 2024.

### **REGULAR FULL-TIME STAFF ELIGIBLE FOR HEALTH CARE BENEFITS:**

June 2024-December 2024 Plan: 88/12

Family plan:

Employee portion: \$259.22/mth

Employer portion: \$1,900.94/mth

Payout for those that don't  
elect insurance: \$492.24

Single plan

Employee portion: \$105.48/mth

employer portion: \$773.50/mth







## NEW EMPLOYEES/QUALIFYING EVENTS

New eligible employees or those employees with a qualifying event will receive a pro-rata share of the applicable benefit based on their first day of employment with the City and/or their health insurance eligibility/qualifying event.

The City and OPPA understand that the foregoing shall override Article XIII, Section 13.1 on a temporary and non-precedent setting basis beginning with the first pay period in June and ending December 31, 2024.

### CITY OF ONALASKA

Kim Smith – Mayor

### ONALASKA PROFESSIONAL POLICE ASSOCIATION WPPA/LEER

Rick Proctor – OPPA President

JoAnn Marcon – City Clerk

Mike Backus – WPPA/LEER





## LETTER OF UNDERSTANDING

The City of Onalaska and the Onalaska Professional Police Association (OPPA) as represented by the Wisconsin Professional Police Association by this Letter of Understanding, hereby agree to the following related to Insurance Premiums concerning Article XIII Insurance, specifically Section 13.1 Health Insurance which specifies as follows:

13.1 - HEALTH INSURANCE. All eligible employees under this agreement shall be covered by a group medical, hospital, and major medical plan provided by the city. The premium for such insurance plan shall be paid at 80% by the city and 20% by the employee through payroll deduction.

In recognition of recruitment and retention remaining an ongoing challenge and as a result of a surplus in 2024, the City wishes on a temporary and non-precedent setting basis to increase insurance benefits beginning in June of 2025 and continuing through December of 2025.

During this time the City will contribute 88% of the lowest cost tier 1 plan for regular full-time eligible employees and shall provide an equivalent benefit for employees eligible for healthcare insurance but who do not elect it. Regular full-time staff employed by the city on December 1, 2025 that do not elect the City's health insurance would receive a lump sum payment of \$538.72 in the first full pay period in December of 2025.

### REGULAR FULL-TIME STAFF ELIGIBLE FOR HEALTH CARE BENEFITS:

June 2025-December 2025 Plan: 88/12

Family plan:

Employee portion: \$283.53/mth

Employer portion: \$2,079.25/mth

Payout for those that don't  
elect insurance: \$538.72

Single plan

Employee portion: \$115.44/mth

employer portion: \$846.58/mth





## NEW EMPLOYEES/QUALIFYING EVENTS

New eligible employees or those employees with a qualifying event will receive a pro-rata share of the applicable benefit based on their first day of employment with the City and/or their health insurance eligibility/qualifying event.

The City and OPPA understand that the foregoing shall override Article XIII, Section 13.1 on a temporary and non-precedent setting basis beginning with the first pay period in June and ending December 31, 2025.

### CITY OF ONALASKA

Kim Smith – Mayor

### ONALASKA PROFESSIONAL POLICE ASSOCIATION WPPA/LEER

Travis Gordon – OPPA President

JoAnn Marcon – City Clerk

Mike Backus – WPPA/LEER

