

TABLE OF CONTENTS

	<u>Page</u>
Article I Purpose of Agreement	1
Article II Recognition	1
Article III Duration.....	1
Article IV Hours.....	2
Article V Specialized Duty.....	2
Article VI Salaries	2
Article VII Newly Appointed Personnel	2
Article VIII Differential Pay.....	3
Article IX Clothing Maintenance.....	3
Article X Wisconsin Retirement System	3
Article XI Group Health Insurance	8
Article XII Group Life Insurance.....	8
Article XIII Reimbursement for Costs of Training and Education and Additional Compensation	5
Article XIV Authorized Absence	9
Article XV Good Attendance Bonus Program	11
Article XVI Rights of Employer	12
Article XVII Association Business Leave.....	12
Article XVIII Acting Supervisory Positions	12
Article XXIV Layoff and Furloughs.....	13
Appendix A Salary Schedule	14

AGREEMENT

THIS AGREEMENT is entered into to be effective the 1st day of January, 2010, by and between the City of Fond du Lac, Wisconsin, party of the first part, hereinafter referred to as the **CITY** and the Fond du Lac City Police Supervisory Association, party of the second part, hereinafter referred to as the **ASSOCIATION**. This Agreement shall remain in effect through December 31, 2011.

ARTICLE I

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the **CITY** and the **ASSOCIATION** and to set forth herein rates of pay and other terms and conditions of employment to be observed by the parties hereto.

ARTICLE II

RECOGNITION

The **CITY** hereby recognizes the **ASSOCIATION** as the exclusive bargaining agent for the Majors, Captains and Lieutenants of the Fond du Lac Police Department, excluding all other employees, in accordance with Wisconsin Statutes 111.70, 66.90 and 62.13.

ARTICLE III

DURATION

This Agreement shall take effect January 1, 2010 and shall remain in full force until and including December 31, 2011. This Agreement shall be automatically renewed from year to year unless the party desiring to open discussions submits to the other party in writing its proposals on or before the 1st day of July, 2011, or any succeeding effective year of this Agreement. An initial meeting of the parties shall be held within thirty (30) days of the filing of any request, but not later than August 1 of any effective year, or at a date mutually agreed to by the parties.

ARTICLE IV

HOURS

This Article shall apply to officers holding the rank of Lieutenant, Captain and Major. The normal work shift shall be 80 hours per pay period.

All personnel shall work a schedule consisting of eighty (80) hours per pay period as determined by the Chief. Any request to utilize time off by Lieutenants must be pre-approved by their Captain and any request to utilize time off by Captains must be pre-approved by the Deputy Chief. All personnel working a fixed shift shall be assigned a schedule as designated by the Chief or his representative. Personnel are defined as follows:

Major
Captain
Lieutenant

Shift selection for supervisory members of the patrol division shall be made on a seniority basis for that rank.

ARTICLE V

SPECIALIZED DUTY

If members of the **ASSOCIATION** are on a grant or an assignment for another non-city agency by the **CITY**, such members shall be paid for non-city work in accordance with the benefits listed in this contract. The members' rate of pay for such non-city work shall be at the rate of time and one-half of the normal (base plus longevity) rate. Such work shall be approved in advance by the Chief of Police. Such pay shall be provided within one month of the end of said duty whether or not the **CITY** has received reimbursement from the government agency requesting original assistance.

ARTICLE VI

SALARIES

The 2007-2009 salary schedule for positions covered by this Agreement shall be as those listed in the Appendix.

ARTICLE VII

NEWLY APPOINTED PERSONNEL

Personnel newly appointed to the positions of Lieutenant, Captain and Major during the term of this Agreement shall receive salaries as specified in the Appendix. Personnel newly appointed to other positions represented by the Police Supervisory Association during the term of this Agreement shall receive salaries and benefits as established by the **CITY** and agreed to by the **ASSOCIATION** at the time of appointment.

Seniority accrued at a higher rank, as well as any lower ranks shall be retained if that supervisory member moves down one or more ranks in the command structure. This section does not affect seniority for the accrual of sick leave, vacation or other benefits that begin on the day of appointment as a police officer.

ARTICLE VIII

DIFFERENTIAL PAY

SECTION A – Workers’ Compensation Differential Pay. An employee who is absent due to injury or illness caused in the performance of his duties shall receive 100% of his regular total earnings from the **CITY** for absences of three (3) days or less. For absences of three (3) days or more, the employee shall receive an amount from the **CITY** for the first three (3) days of absence sufficient to provide him with 100% of his regular total earnings when combined with worker’s compensation. Thereafter the employee shall receive from the **CITY** an amount that will provide him with 90% of his regular total earnings when combined with worker’s compensation.

ARTICLE IX

CLOTHING MAINTENANCE

The **CITY** will provide uniform apparel to all uniformed personnel at **CITY** expense. The items to be furnished by the **CITY** shall be hats, ties, shirts, coats, trousers, Sam Browne belts, holster, cartridge carrier, handcuff carrier, badges, patches, and insignias. The **CITY** will pay for the cost of attaching patches to the uniforms.

All articles of clothing and equipment provided under the article shall remain the property of the **CITY** and shall be returned to the **CITY** upon an officer’s termination of employment.

In the event an officer’s personal items are damaged or destroyed as a result of an unusual or extreme occurrence in the course of his duty and the court does not order restitution, the **CITY** shall pay the cost of repairing such damage or replacement.

ARTICLE X

WISCONSIN RETIREMENT SYSTEM

The **CITY** shall pay in full the officer’s contribution toward retirement as may be calculated by the provisions of the retirement program applicable to each individual officer.

ARTICLE XI
GROUP HEALTH INSURANCE

SECTION 1 - The City of Fond du Lac shall provide to all employees retiring from service, who qualify for a Wisconsin Retirement System annuity, twelve (12) months of paid health insurance under the City's then existing health insurance program. The City shall provide twelve (12) months coverage to all full-time regular employees who meet the following conditions:

1. The employee must retire from active service and qualify for a Wisconsin Retirement System annuity.
2. The employee shall notify the Human Resources Department in writing six months prior to the identified date of retirement.
3. The employee must be a regular, full-time employee at the time of retirement to qualify for the retiree health insurance program.
4. Retiring employees must have a minimum of ten (10) years of service to the City of Fond du Lac to qualify for the retiree health insurance program.
5. Employees retiring with Good Attendance Bonus credits will utilize the City paid health Insurance program before utilizing Good Attendance Bonus credits.
6. Retiring employees shall have their option of selecting the appropriate coverage at the time of retirement. Options may include single coverage, family coverage, or any other option available at the time of retirement.

SECTION 2 - The City shall provide a group comprehensive major medical plan that shall become effective May 1, 1992. For the year 2004, the City will pay up to the full cost of the single or family plan. Effective January 1, 2005, the employees shall contribute \$20.00 per month for single plan coverage or \$50.00 per month for the family plan coverage. Such coverage will meet or exceed the benefits that have been provided in the past unless specified below:

- A. Effective January 1, 2004, a \$200 per person per year deductible, maximum \$500 family per year to be applied to all benefits other than the following: outpatient psychiatric care, outpatient drug and alcohol abuse care, pre-admission testing, second surgical opinion. These services will not be subject to the deductible. A drug card with co-pay of \$5.00 for generic and \$15.00 for name brand prescriptions. Tier 2 of FABOH with co-pays of 90/10 in plan and 70/30 out of plan. Effective January 1, 2006, a \$200 per person per year deductible in plan, \$300 per person per year deductible out of plan, maximum \$500 family per year in plan, maximum \$750 family per year out of plan, to be applied to all benefits

other than the following: outpatient psychiatric care, outpatient drug and alcohol abuse care, pre-admission testing, second surgical opinion. These services will not be subject to the deductible. In all cases, the maximum total deductible will be \$300/single and \$750/family. Tier 3 of FABOH with co-pays of 90/10 in plan and 60/40 out of plan.

- B. Effective January 1, 2007, the employees shall contribute 6% of the premium for 2007, 8% for 2008, 10% for 2009. The premium cap for 2010 and 2011 will be \$100 per month. Employees participating in a Health Risk Assessment (HRA) must notify Human Resources by November 1st in writing each year. Upon verification by the City, those employees will pay a maximum of 7.5% or a cap of \$100 per month of the premium in 2010 and 2011.

Comprehensive Medical Benefits

Provision	Benefit
Individual Deductible	<ul style="list-style-type: none"> • PPO: \$200 PER PERSON PER CALENDAR YEAR • Non-PPO: \$300per person per calendar year
Family Deductible Limit <ul style="list-style-type: none"> • Eligible charges for family members who are covered under the Plan may be applied toward satisfaction of the family deductible limit, however, no more than \$200 (PPO) or \$300 (Non-PPO) on any one individual will be applied toward the family deductible limit. • IF 2 OR MORE MEMBERS UNDER THE SAME FAMILY INCUR EXPENSES FOR COVERED SERVICES AS A RESULT OF INJURIES RECEIVED IN THE SAME ACCIDENT, ONLY ONE DEDUCTIBLE IS REQUIRED FOR ALL COVERED SERVICES RELATED TO THAT ACCIDENT. 	<ul style="list-style-type: none"> • PPO: \$500 per family per calendar year • Non-PPO: \$750 per family per calendar year • Expenses incurred for eligible services in the last 3 months of the calendar year are also applied toward satisfaction of the deductible for the next following calendar year.

Provision	Benefit
<p>Coinsurance Paid By The Plan</p> <p>UNLESS OTHERWISE SPECIFIED, AFTER SATISFACTION OF THE DEDUCTIBLE AMOUNT ELIGIBLE CHARGES ARE COVERED AS SPECIFIED UP TO THE MAXIMUM OUT-OF-POCKET AMOUNTS.</p>	<p>PPO: 90% Non-PPO: 60%</p>
<p>Maximum Out-of-Pocket Amounts</p> <p>Unless otherwise specified, after satisfaction of the following out-of-pocket amounts, eligible charges will be covered at 100% for the remainder of that calendar year.</p> <p>Maximum Out-of-Pocket Amounts are combined for both PPO and Non-PPO providers. However, the Maximum Out-of-Pocket Amount paid per calendar year shall not exceed the Non-PPO amounts. Eligible charges applied toward the following will not be applied toward satisfaction of the Maximum Out-of-Pocket Amounts:</p> <p>ANY DEDUCTIBLE AMOUNTS; any penalty amounts; and any charges not covered by the Plan.</p>	<p>Individual: PPO: \$500 Non-PPO: \$800</p> <p>Family: PPO: \$1,000 Non-PPO: \$1,550</p>

5) A mail order option will be available for the medications allowed with the employee paying two co-pays for a three (3) month supply with the plan paying the shipping and handling.

6) The major medical maximum shall be \$2,000,000 effective January 1, 2007.

Effective January 1, 2007, the City will provide organ transplant coverage per the following language:

Human Organ and Tissue Transplant:

Eligible charges are covered for human organ and tissue transplants if the transplant procedure is

considered to be Medically Necessary and is not Experimental or Investigational. When a donor or recipient is involved, charges are covered as follows:

1. when both the recipient and the donor are covered by the Plan, each is entitled to benefits under the plan;
2. when only the recipient is covered by the Plan, the covered person who is the recipient is entitled to the benefits under the Plan and the donor is entitled to certain limited benefits as specified by the Plan. In this instance, for the donor, only those eligible charges for services to donate the human organ or tissue will be covered. The donor will be eligible for these specified benefits under the Plan only if such charges are not covered for the donor from any other source, including for example, any insurance coverage, employee benefit plan or government program. Eligible donor charges covered by the Plan will accumulate toward any maximum applicable to the covered person who is the recipient; or
3. when only the donor is covered by the Plan, the donor is entitled to the benefits of the Plan, however, any other source of coverage available to the donor will be considered the primary payor of benefits and this Plan will be the secondary payor of benefits. No benefits are provided to the non-covered transplant recipient.

Eligible charges related to an organ or tissue transplant include for example hospitalizations, supplies and medications which are dispensed while either an inpatient or outpatient in a medical facility and those related to the evaluation and/or procurement of the organ or tissue. Benefits related to procurement of the transplanted organs are limited to \$10,000 per organ. This includes tissue typing, donor searches, and surgical removal procedures, storage and transportation of the procured organs. Benefits will not be duplicated if they are available from another plan, an organization or Medicare.

Preauthorization: With the exception of kidney benefits, Preauthorization is required before the Plan will cover benefits for a transplant. The Physician must certify, and the Plan must agree, that the transplant is Medically Necessary. The covered person's physician should submit a written request for Preauthorization to the Plan as soon as possible to start this process. Failure to obtain preauthorization will result in a denial of benefits.

Waiting Period: To be Eligible for organ transplant benefits, the covered person must be continuously covered under this Plan for a period not less than three hundred sixty-five (365) days. Time served under this Group's previous plan for a covered transplant will be credited toward the three hundred sixty-five (365) day waiting period. The Plan will only credit time for those transplants which were a covered benefit under the Group's previous plan.

This waiting period is not the same as a Pre-existing Condition Limitation Period nor will Creditable Coverage provisions apply. The waiting period is a separate waiting period for transplants only. The waiting period does not apply to kidney transplants.

Services not Covered: Services, supplies, or equipment (even if associated with a covered organ transplant for:

- Procedures involving non-human and artificial organs.
- Lodging expenses.
- Transportation expenses except for Medically Necessary ambulance service.
- Any organ transplant not specifically listed as a Covered Service.
- Services and supplies required in connection with or as the result of a non-covered organ transplant procedure.
- Purchase price of an organ that is sold rather than donated to a covered person.

For purposes of these exclusions, organ transplants include bone marrow and stem cell transplants.

ARTICLE XII

GROUP LIFE INSURANCE

The **CITY** will provide life insurance benefits equal to or better than the State Group Life Plan with the **CITY** paying the premiums for all eligible employees.

ARTICLE XIII

REIMBURSEMENT FOR COSTS OF TRAINING AND EDUCATION AND ADDITIONAL

COMPENSATION

A. An officer desiring to further his education and training shall be reimbursed by the **CITY** for the costs of tuition and books for such education and training provided that the officer has first attempted on his own to secure funding through federal and other source, and has produced satisfactory evidence that he has been unsuccessful in so doing. The **CITY** will not provide reimbursement that would result in duplication of benefits. All courses of instruction must receive the prior approval of the City Manager and the Chief of Police.

B. Courses offered as part of the Police Science program at Moraine Park Technical Institute may be substituted for courses offered by the University of Wisconsin-Oshkosh and shall be eligible for compensation on the same basis. In addition, courses in Police Science offered by other institutions may be included in the foregoing program by agreement between the **CITY** and the officer. Reimbursement for tuition and required textbooks will be paid, up to the rate charged by the UW System, upon course completion and the presentation of documents outlining these costs not to exceed \$2,000.00

annually effective January 1, 2002, except with approval by the Chief.

C. Repayment of Reimbursement. Any officer receiving reimbursement and who leaves employment within the City within three years of said reimbursement shall be required to repay the City the amount of the reimbursement received based on the following rates:

- A. 0 to 12 months – 100% of reimbursement;
- B. 12 to 24 months – 66% of reimbursement;
- C. 24 to 36 months – 33% of reimbursement;
- D. Over 36 months – no reimbursement.

ARTICLE XIV

AUTHORIZED ABSENCE

A. **SICK LEAVE**. All regular full-time and probationary officers represented by the **ASSOCIATION** shall accumulate sick leave with pay at the rate of one (1) working day for each month of service as determined by their work schedule. Unused sick leave credits shall accumulate to a maximum of fifteen hundred (1,500) working hours at the above rate. Sick leave shall be used in minimum periods of one (1) hour.

Any officer may use sick leave with pay for absence necessitated by injury or illness or exposure to contagious disease. In the event of an officer's spouse, children or other member of his family living in his residence should be exposed to contagious disease or should his presence be required at home in the event of illness of members of the above household, such officer may use his accumulated sick leave credits. In order to qualify for sick leave payment, an officer must:

1. Report his absence to his immediate supervisor prior to the start of his workday.
2. Keep his supervisor informed of the conditions if the absence is of more than three (3) days.
3. Submit a doctor's certificate for such absence if in excess of three (3) days. The certificate must state the kind and nature of the sickness or injury and whether the officer has been incapacitated for said period of absence.
4. Apply for such leave according to the procedure established by the **CITY**.

Sick leave should be regarded by all officers as valuable free health and welfare insurance which, in the best interests of the officers, should not be used unless really needed. Sick leave is not "a right" like vacation; it is a privilege to be used carefully.

In order to qualify for sick leave benefits, all illnesses that may generally be defined as psychological disorders or 'nervous conditions' must be diagnosed as such by a practicing clinical psychologist or psychiatrist within the first three (3) days of illness.

All sick leave shall be subject to administration by the Chief of Police and the Personnel Office. Serious cases of excessive abuse, as determined by the Chief of Police and the City Manager, will be grounds for disciplinary action or dismissal of the officer concerned.

Employees who retire in accordance with the provisions of the Wisconsin Retirement System or who are forced to retire due to a duty disability shall be entitled to a cash payment of \$30.00 for each day of unused sick leave in their sick leave bank at the time of their retirement. Employees may not receive payment for more than sixty (60) days of accumulated sick leave or a total cash payment of no more than eighteen hundred dollars (\$1,800.00) under this provision.

Medical examinations by a physician of the **CITY'S** choosing may be required after prolonged, serious or repetitious illness, major surgery or injury. Return to duty after prolonged sick leave and medical examination depend on the decision of the Chief of Police and the City Manager, based on the advice of the supervisor, medical information supplied by the officer's physician and the physician of the **CITY'S** choosing.

B. **FUNERAL LEAVE.** Each officer shall be allowed three days off with pay in the event of the death of the officer's mother, father, son, daughter, wife, husband, brother, sister, step parents, step children, father-in-law, mother-in-law and officer's legal guardian. Each officer shall be allowed one day off with pay in the event of the death of the officer's grandmother or grandfather, or aunt and uncle. Such funeral leave is provided each officer for attendance at the funeral or assisting the family of the deceased at the time of need and must therefore be taken at the time directly related to the tragedy for which the leave is provided.

C. **HOLIDAY LEAVE.**

1. 5-3 Schedule: Supervisory Personnel assigned to 9 hour schedules shall receive, in addition to their salary, their regular scheduled hours for each of the following holidays credited on January 1 of each year to be used with the approval of their immediate supervisor. New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; December 24; Christmas Day; December 31; and such other days as the City Council by resolution may fix. Employees working the 5-3 schedule will receive a holiday bank of hours equal to 6 work days or 54 hours useable to them in full block days.
2. 5-2 Schedule: Personnel assigned to the 5 days on, 2 days off (40-hour work week) shall receive their regular pay for all holidays listed below. These holidays include:

New Years Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

If the holiday falls on Saturday, personnel will be given Friday off; if the holiday falls on Sunday, personnel will take Monday off, unless pre-approved by a supervisor.

D. **FLOATING HOLIDAY.** There shall be 27 hours of leave provided for all Lieutenants and Captains and Majors. These holiday hours shall be chosen by the officer provided that s/he shall request utilization of such hours from his supervisor prior to the day s/he desires to take it. Such authorization by the supervisor shall be subject to the staffing needs of the department.

E. **VACATION TIME.** Each officer shall be granted vacation according to the following schedule: Each full time officer shall be granted eighty (80) working hours leave after one year's service, one hundred twenty (120) working hours leave after eight (8) years of service, one hundred sixty (160) working hours leave after fifteen (15) years of service, and two hundred (200) working hours after twenty (20) years of service. One additional working day for every year of service after 25 years of service. Each additional day over 25 years will be equal to the employees 8 or 9 hour work schedule.

One (1) week of vacation may be carried over to the following year or paid out subject to the Chief's approval.

Vacation accrual for years after the completion of one full year of service shall be backdated to January 1 of the year of employment. Officers with less than one year of service as of December 31 of the preceding year shall earn a pro rata portion of the vacation benefit based on the number of months of service completed as of December 31 of the previous year.

ARTICLE XV

GOOD ATTENDANCE BONUS PROGRAM

Effective January 1, 1988, officers who accumulate 800 (900 for 9 hour day schedules) or more hours of unused sick leave shall be eligible to participate in the Good Attendance Bonus Program.

Under the program, one and one-quarter (1.25) insurance credits shall be granted to each employee who accumulates either 800 or 900 hours (based on their work schedule), except that use of sick leave within a month shall prohibit the granting of additional credits until the additional accumulation of sick leave has replaced the number of hours used. Previously earned credits shall not be decreased through sick leave utilization.

Upon retirement, the cash equivalent of all accumulated retirement credits shall be placed into the ICMA Retirement Health Savings Plan in accordance with the terms and conditions of the Plans participation agreement.

The exchange rate credit shall be \$87.09 for 2010 and 2011.

ARTICLE XVI

RIGHTS OF EMPLOYER

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

- a. To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City Council.
- b. To manage and otherwise supervise all employees in the bargaining unit.
- c. To hire, promote, transfer, assign and retain officers and to suspend, demote, dismiss or take other disciplinary action against officers as circumstances warrant.
- d. To relieve officers of duties because of lack of work or for other legitimate reasons.
- e. To maintain the efficiency and economy of the **CITY** operations entrusted to the administration.
- f. To determine the methods, means and personnel by which such operations are to be conducted.
- g. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- h. To exercise discretion in the operation of the **CITY**, the budget, organization, assignment of personnel and the technology of work performance.
- i. To administer a Drug and Alcohol Testing Program.

ARTICLE XVII

ASSOCIATION BUSINESS LEAVE

Up to a total of three (3) man-days of paid **ASSOCIATION** business leave shall be granted to officers of the **ASSOCIATION** to attend State Police Supervisory Association conventions. This provision is subject to staffing requirements of the department. The three (3) man-days apply to the **ASSOCIATION** collectively so that the **CITY** is liable for up to three (3) man-days per year.

ARTICLE XVIII

ACTING SUPERVISORY POSITIONS

In the event an officer outside of the supervisory association is appointed to the position of an acting supervisory role, the filling of that position shall be made from the existing eligibility list for the position to be filled.

If there is not a current eligibility list for the vacant position, the selection for the acting position shall be made from a list of members who would otherwise meet the minimum qualifications for the position. This selection shall be based on seniority.

An Acting position may be filled on the shift where the vacancy exists for a period not to exceed forty-five days. If an acting supervisory position is to be filled for a period longer than forty-five days, shift selection for members of the same rank will be made on a seniority basis. The acting position will be subordinate to those who currently hold that rank. The length of the vacancy shall be determined by the length of time the vacancy exists, not by the length of time a person fills the position.

The acting position will not accrue seniority for the rank the acting position is filling.

ARTICLE XVIV

LAYOFF AND FURLOUGHS

For the term of this contract the City agrees not to layoff or furlough members covered by this collective bargaining agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this ____ day of _____, 2010 by:

CITY OF FOND DU LAC

POLICE SUPERVISORY ASSOCIATION

Human Resource Director

President

City Manager

Secretary

ATTEST:

City Clerk

**Police Supervisory Salary Schedule
Appendix A**

01/01/2010 – 12/31/2011

Lieutenant – Start	69,552.78	70,160.22	70,767.67	71,375.12
Masters or Exec. Dev	69,844.81	70,452.26	71,059.71	71,667.15
Masters + Exec. Dev	70,136.86	70,744.86	71,351.75	72,251.25

Captain – Start	75,117.00	75,773.04	76,429.09	77,085.13
Masters or Exec. Dev	75,432.40	76,088.45	76,744.49	77,400.54
Masters + Exec. Dev	75,747.81	76,403.85	77,059.90	78,031.35

Major – Start	81,126.35	81,834.88	82,543.41	83,251.93
Masters or Exec. Dev	81,466.99	82,175.52	82,884.05	83,592.57
Masters + Exec. Dev	81,807.63	82,516.16	83,224.69	84,273.85