

WORKING CONDITIONS AGREEMENT

between the

CITY OF FOND DU LAC

and the

FOND DU LAC PROFESSIONAL POLICE ASSOCIATION

LOCAL 12

January 1, 2010 to December 31, 2011

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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, hereinafter referred to as the City, and the Fond du Lac Professional Police Association, Local 12, hereinafter referred to as the Association.

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 **Purpose:** 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 2

RECOGNITION

2.01 **Definition:** The City hereby recognizes the Association as the exclusive bargaining agent for the officers of the Fond du Lac Police Department, excluding the Chief of Police, the Majors, the Captains, and the Lieutenants in accordance with Wisconsin Statutes 111.70, 66.90 and 62.13.

2.02 **Gender:** Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 3

DURATION

3.01 **Term:** This Agreement shall take effect January 1, 2010, and shall remain in full force and effect until and including December 31, 2011. This Agreement shall be automatically renewed from year to year unless the party desiring to open negotiations submits to the other party in writing its desire to open negotiations 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 no later than August 1 of any effective year.

ARTICLE 4

HOURS

4.01 Normal Work Shift:

- A. The work schedule for Patrol Officers and K-9 Officers shall be 5 days on – 3 days off, with a 9-hour shift and an average work week of 39.48 hours. Said shift includes a 30-minute lunch period during which time the officer will be available for call, in accordance with the rules set by the Police Chief. For the purposes of the 5-3 work schedule, the shift hours will be: 6:30 a.m. to 3:30 p.m., 10 a.m. to 7 p.m., 2:30 p.m. to 11:30 p.m., 7 p.m. to 4 a.m. and 10:30 p.m. to 7:30 a.m.
- B. The work schedule for Detectives and Police Specialists (Computer Crimes Specialist, Crime Prevention Officer, Traffic Officer, MEG Officer and others assigned to Specialist positions as mutually agreed upon) shall be 5 days on – 2 days off, with the average work week of 40 hours and an average work shift of 8 hours. The normal work hours for Detectives shall fall between 7 a.m. and 6 p.m.
- C. School Resource Officers (SRO) shall work a 5 days on – 2 days off schedule, Monday through Friday, with an 8.25 hour shift and receive CSRO time for every third week's Friday. During the summer months of June, July and August, the SRO's will be assigned to the Detective Bureau working said hours. Any time the schools have off throughout the school year for two days or more during Monday through Friday, the SRO's will be required to use CSRO Time unless waived by the supervisor.
- D. The Officers assigned to the K-9 Unit as a canine handler (K-9 Officers) shall receive all the benefits of the Collective Bargaining Agreement in addition to the following:
 - 1. K-9 Officers shall maintain their normal work shift as outlined in Section 4.01.
 - 2. K-9 Officers shall be compensated for the grooming, care, and feeding of the canine with an annual payment of \$3000, to be paid on the biweekly paycheck.

3. K-9 Officers shall be provided a specially equipped marked police vehicle which the Officer may keep at their residence during non-working hours. Said vehicle shall not be used for personal use.
 4. The City shall provide, at no cost to the K-9 Officer, the following:
 - A. The purchase and training of the canine;
 - B. Complete veterinary care of the canine;
 - C. Appropriate food supplies;
 - D. Necessary grooming equipment and supplies;
 - E. Necessary training equipment and supplies;
 - F. An outdoor kennel at the Officer's residence, and
 - G. Kenneling of the canine while the Officer is out of town or otherwise unable to care for the canine.
 5. K-9 Officers, when qualified, may participate in the promotional process. If a K-9 Officer is promoted, s/he will remain a K-9 Officer for the assigned canine until the canine's retirement, after which the Officer will not be assigned another canine.
 6. In the event a Field Training Officer becomes a K-9 Officer, s/he will not be assigned field training duties while responsible for the canine.
 7. Upon retirement or removal of the canine, the K-9 Officer assigned the canine reserves the right of first purchase of the animal from the City.
 8. Copies of any policy and/or procedures relating to the K-9 Program shall be provided to the Local 12 President prior to implementation and any policy or procedure shall not violate any provision of this Collective Bargaining Agreement.
- E. The following officers shall have the authority to, at their option, "flex" their normal work shift to assist in the performance of their duties: Detective, Police Specialists, SRO (for school functions only) and K-9 Officer. The flexing of the officer's workday hours must be done within the same workday. The Community Services Officer and Traffic Officer

will have the authority, at their option, to flex their normal work shift by two (2) hours, either earlier or later. The City will not attempt to require or force officers to “flex” any normal work shift.

- F. Standard/Daylight Savings Time Changes: Officers who work a shift that falls during the Daylight Savings Time change in the spring of the year shall have the option to work the normal 9-hour shift for the full rate of pay or leave after working the 8-hour shift and receive only 8 hours of pay for said shift. The officer may use one hour of OTO pay to compensate for the one hour. Officers who work a shift that falls during the Standard Savings Time change in the fall of the year and therefore work a 10-hour shift shall receive at least one hour of overtime for the time worked.

4.02 Overtime:

- A. Compensation for overtime shall be paid in cash or compensatory time, as the officer may choose; however, no compensatory time in excess of 123.75 hours may be carried on the books beyond December 31st of each year. Hours in excess of 123.75 as of that date will be paid to each officer in cash, along with pay for up to 40 hours, if requested, by the last payday in December by separate check (or added to the last check as long as the withholding rate is not increased). Officers will be allowed to cash in any amount of compensatory bank hours at any time(s) prior to the month of December each year.
- B. Overtime shall be compensated at the rate of time and one-half of the normal rate of pay for all hours worked in excess of the regularly scheduled work shift or workweek with the exception of extra time spent in voluntary in-service training, which shall be compensated at the straight time rate.
- C. Overtime worked on a holiday shall be compensated in accordance with the provisions of Article 14.03 A.
- D. Employees utilizing a scheduled day of vacation shall be excluded from the overtime call-in roster (shift and department) and special event roster for said day.

4.03 Call-In Pay: Officers called in at any time other than their regularly scheduled hours for any reason, including court appearances and preparation, shall receive call in pay based on the following rates:

- A. If the Officer works a total of three hours or less, the officer shall receive two hours of straight time pay plus the officer's overtime rate of pay for the actual time worked.
- B. If the officer works more than three hours, then the officer shall receive the actual time worked at the officer's overtime rate of pay.

4.04 Court Appearances and Preparations for Trials:

- A. Court appearances and preparations for trials, including civil matter, arising as a result of the officer's employment for the City outside of the regularly scheduled workday or workweek shall be paid at the overtime rate, and shall not result in loss of compensation if required during the regularly scheduled workday.
- B. An officer scheduled to make a court appearance outside of his regularly scheduled workday or workweek shall call the officer's voicemail after 6 p.m. on the day prior to the scheduled appearance. If the case has been canceled, the officer shall not report. If the case is canceled after 6 p.m., the minimum overtime call in provision mentioned previously in this article shall apply. All officers must notify the Court Officer no later than 24 hours of receiving a court notice that there is a conflict with scheduling.
- C. An officer who is required to return for court appearances (other than Chapter 51) and preparations for trials while on a scheduled vacation shall be credited the appropriate amount of vacation days. Said vacation must have been scheduled prior to the officer receiving the notification of court. In addition to the vacation credit, the officer shall receive the appropriate rate of pay for the time. All officers must notify the Court Officer no later than 24 hours of receiving or becoming aware of a court notice that there is a conflict with scheduling. Officers required to return or testify for Chapter 51 hearings while on a scheduled vacation shall be credited three

(3) hours of vacation for every hour spent in court on a Chapter 51 (up to a full work day).

4.05 Staffing Shortage:

- A. When a need for extra staff arises for patrol duties and the shift supervisor is aware of the need at least 24 hours in advance, they will notify their respective shift commander who will fill the position by notifying the Local 12 department seniority list of patrol officers. Then follow C, D, E, F. Special Events remains the same. In addition, if a member does not desire to be called for shift overtime, he/she can provide a letter informing the Local 12 designee of his/her desire not to be called. The patrol seniority list will be established January 1, 2007, and will be updated every 90 days thereafter by the Local 12 President. Officers who wish to be added back on to the list shall notify the Local 12 President in writing and will be added back onto the list at the next list update. This will not affect the officers when signing for overtime positions for special events. Members will not be allowed to “flex” their normal hours in order to become eligible for planned overtime.
- B. If the shift commander cannot fill the need after calling his shift roster, he will then call the department roster. In both cases this will be done by seniority.
- C. If the staffing need arises in less than a 24-hour period, the shift commander may fill this need either by calling his/her shift roster or filling the need from another shift. This will be done on a seniority basis.
- D. An officer called in under a staffing shortage should not be worked over four hours overtime in any 24-hour period, unless he is working on his day off or under an emergency situation.
- E. This procedure shall not preclude the right of the shift commander or bureau commander from calling an officer who has special technical skills or knowledge in a particular area rather than calling the seniority roster.
- F. Determination of departmental staffing needs and determination of skill and knowledge needs, as well as the assessment of individuals possessing

the required knowledge and skills, shall be reasonably determined by the City. The determination of the City shall not be arbitrary or capricious.

G. The offering of overtime to K-9 officers will be done per the established K-9 seniority list.

H. The offering of overtime will be done by seniority within each classification.

4.06 Special Events: When a need for extra staff arises for special events or for circumstances not covered under Section 4.04, the overtime will be offered to the bargaining unit members on a seniority basis. This section does not apply to the past practice of the early call-in of appropriate shift officers for the July 4th celebration.

ARTICLE 5

SALARIES

5.01 Salaries: Salaries shall be paid in accordance with the Salary Schedule set forth in Appendix A attached hereto and incorporated herein by reference as though fully set forth at length and shall be administered in accordance with the rules of administration contained therein.

ARTICLE 6

DIFFERENTIAL PAY

6.01 Shift Differentials:

A. The City shall pay \$7.02 biweekly to any officer regularly assigned to the 2:30 p.m. to 11:30 p.m. shift or \$18.56 biweekly to any officer regularly assigned to the 10:30 p.m. – 7:30 a.m. shift. Any officer who works the 7 p.m. to 4 a.m. shift shall be compensated in the amount of \$15.50 biweekly, in addition to his or her other salary and benefits.

B. The City shall pay to any officer not assigned to one of the shifts mentioned in Section A of this Article who works any hours between 7 p.m. and 10:30 p.m. sixteen (16) cents for every full hour thereof so worked and twenty-six (26) cents for every full hour so worked between 10:30 p.m. and 7 a.m. Officers assigned to one of the shifts mentioned in

Section A of this Article and who work overtime between the hours of 6 p.m. and 7 a.m. shall be eligible for the benefits under this section.

6.02 Job Position Differentials:

- A. Except as provided elsewhere in this Agreement, the benefits provided under this Article are in addition to those provided for elsewhere in this Agreement.
- B. Officers assigned to the MEG Unit, School Resource Officers, Computer Crimes Specialist, Traffic Officer, and Community Services Officer shall receive, in addition to the other benefits provided for in this Agreement, the pay listed at the Police Specialist rate.
- C. Officers assigned as training officers (Field Training Officers and/or Unified Tactics Instructors) shall be paid an additional \$2.00 per hour during the period they are assigned to perform these specialized duties.
- D. Officers assigned as K-9 officers shall receive \$3000 annually for canine maintenance, to be paid twice a month.
- E. The Chief may assign a Lead Detective on an annual basis who will be paid an annual stipend of \$1,200.

6.03 Voluntary Time - Differential Pay

All pre-approved voluntary time shall be compensated at straight time.

ARTICLE 7

CLOTHING MAINTENANCE

7.01 Clothing Allowances:

- A. 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, law enforcement related equipment as authorized by the Police Chief, patches and insignias. The City will pay for the cost of attaching patches to the uniforms.

- B. Uniforms will be inspected periodically by the shift commander or upon the request of the officer. Items shall be replaced as needed as determined by the Chief's designee. Replacement orders shall be processed by the City Purchasing Division.
- C. Non-uniformed personnel including SRO's, Detectives, and MEG Officers shall receive a clothing allowance of \$550.00 per year. Payment shall be made in the amount of \$275.00 in January for each officer employed as of the preceding December 31 and \$275.00 in July for officers employed as of the preceding June 30 of each year. In the event of a change of job, the clothing allowance shall be prorated from the date of change. Officers transferred into a uniformed position subsequent to receiving the clothing allowance shall pay the prorated amount back to the City.

7.02 Cleaning Allowance: Uniformed personnel shall receive a cleaning allowance of \$300.00 per year. Payment shall be made in the amount of \$150.00 in January for each officer employed as of the preceding December 31 and \$150.00 in July for officers employed as of the preceding June 30 of each year.

7.03 Eligibility: In order to qualify for either the semiannual clothing allowance payment or the semiannual cleaning allowance payment, each officer must remain in active status, that is, scheduled for duty at least thirty (30) calendar days beyond the respective eligibility date.

7.04 Ownership of Uniforms and Equipment: All articles of clothing and equipment provided under this article shall remain the property of the City and shall be returned to the City upon an officer's termination of employment.

7.05 Damage or Destruction of Personal Property: In the event an officer's personal items are damaged, destroyed, lost or stolen as a result of an unusual or extreme occurrence in the course of his/her duty, the City shall pay the cost of repairing such damage or replacement up to \$100.00 per item upon presentation of a paid receipt. Any amount over the \$100.00 limit may be submitted to the Chief for his approval.

Prescription eye-wear will not be limited to the \$100.00 limit and will not need the approval of the Chief to be reimbursed. Non-prescription sunglasses and pens are

excluded from the reimbursement. The City will provide sunglasses which meet or exceed OSHA standards or ANSIZ87.1-1989 standards.

ARTICLE 8

WISCONSIN RETIREMENT SYSTEM

8.01 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.

8.02 The Employer shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.21 and shall contribute the employee's contribution of the employee's earnings as required by 40.05 (1)(a) (1).

8.03 In addition to the amount in 8.01 above, the Employer shall pay the benefit adjustment contribution equal to one percent (1%) of earnings beginning January 1, 1986 as set forth in Section 40.05(2m), Wisconsin State Statutes (1983-84).

8.04 Such retirement contributions made by the Employer as listed in Section 8.02 above shall be reported by the Employer to the Wisconsin Retirement System in the same manner as though deducted from the earnings of said employees. It is understood and agreed between the parties hereto that such payments made by the Employer shall not be considered municipality contributions.

8.05 Officers agree to provide the City with a 90-day retirement notice, whenever possible.

ARTICLE 9

GROUP HEALTH INSURANCE

9.01 Section 1: The City shall provide a group comprehensive major medical plan. Such coverage will meet or exceed the benefits that have been provided in the past unless specified below: Effective January 1, 2007, the employees shall contribute 6% of the premium for 2007, 8% for 2008, and 10% for 2009. The premium cap for 2007, 2008 and 2009 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 completing a health risk assessment will pay 7.5% of the insurance premium up to a maximum of \$100 per month in 2008 and 2009.

- 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. After \$1,000 per individual, \$2,000 per family aggregate is paid in a calendar year under the co-pay provision, the medical charges for that individual/family will be covered at one hundred percent (100%).
- C. The major medical maximum shall be \$2,000,000.
- D. 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 payer of benefits and this Plan will be the secondary payer 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.
- 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.

- E. Inpatient psychiatric care is covered for thirty (30) days per calendar year payable at one hundred percent (100%) with no deductible.
- F. Inpatient drug and alcohol care is covered for thirty (30) days per calendar year payable at one hundred percent (100%) with no deductible.
- G. Home health care is covered at forty (40) visits per calendar year and an additional forty (40) visits for hospice care.
- H. The City 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. Retiring employees must have a minimum of ten (10) years of service to the City of Fond du Lac.
2. Employees retiring with Good Attendance Bonus credits will utilize the City paid health insurance program before utilizing Good Attendance Bonus credits.
3. Retiring employees shall have their option of selecting the appropriate coverage at the time of retirement. Options shall include single coverage, family coverage or any other option available at the time of retirement.

9.02 Life Insurance and Health Plan: The City of Fond du Lac agrees to participate in the Life Insurance and Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Public Employee Benefits Consultants, Inc. ("PEBCI") to act as Plan Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of the following category of employees: The Fond du Lac Professional Police Association, Local 12.

For the term of this Agreement, the Employer shall contribute for each Eligible Employee the amount specified in the Employer Contribution Schedule, a copy of which is attached to this Agreement. In order to minimize the risk of the Plan being found discriminatory under section 105 (h) of the Internal Revenue Code of 1986, as amended ("Code"), the Administrator may request that a contribution amount to a highly compensated eligible employee's account be reduced to the maximum amount contributed on behalf of a non-highly compensated eligible employee. If such a request is made, the reduction amount shall be paid to the employee in the form of wages.

The Employer and Association further agree that for the term of this Agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's contribution to the Life and Health Plan for Collectively Bargained Public Employees that would otherwise have been recognized as a pensionable benefit had such amounts not been contributed to the Plan.

ARTICLE 10

GROUP LIFE INSURANCE

10.01 Coverage and Premium: 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 11

WORKER'S COMPENSATION

11.01 Coverage: In the event any officer becomes entitled to, and receives Worker's Compensation under Chapter 102, Wis. Stat., his Worker's Compensation payments for his period of compensable temporary total disability will be supplemented so that he will receive ninety-five percent (95%) of his full salary during said period. This shall be accomplished by the officer reporting the amount of his Worker's Compensation check and the City issuing a check representing the difference between the amount paid by Worker's Compensation and ninety-five percent (95%) of the officer's full salary covered by said check.

ARTICLE 12

REIMBURSEMENT FOR COSTS OF TRAINING AND

EDUCATION AND ADDITIONAL COMPENSATION

12.01 The City shall continue to pay annual education degree payments of \$720 for an Associate Degree, \$1,000 for a Bachelor Degree or \$1,250 for a Master's Degree, in addition to any other compensation listed in this contract, to those officers receiving said payment or were hired prior to January 1, 2010.

12.02 The department agrees that it would outline the testing process for advancement within the bargaining unit and require that qualified candidate selected be from the upper half of the qualification list used for the selection of the position.

ARTICLE 13

PARKING FACILITIES

13.01 Provision: The City shall provide free parking in the immediate vicinity of the Safety Building for all Police Department employees covered under this Agreement.

ARTICLE 14

AUTHORIZED ABSENCE

14.01 Sick Leave:

A. All regular full-time and probationary officers represented by the Association shall accumulate sick leave with pay at the rate commensurate with their work schedule. Unused sick leave hours shall accumulate at the above rate to a maximum of twelve hundred (1200) working hours for Officers on the eight-hour shift, thirteen hundred and fifty (1350) working hours for Officers on the nine-hour shift and fifteen hundred (1500) working hours for Officers on the ten-hour shift. 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 department head prior to the start of his workday.
2. Keep his department head 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.
- B. Sick leave should be regarded by all supervisors and officers as valuable free health and welfare insurance which, in the best interests of the employees, should not be used unless really needed. Sick leave is not "a right" like vacation; it is a privilege to be used carefully.
- C. 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.
- D. 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.
- E. 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.
- F. In the event an officer has exhausted his accumulated sick leave, other officers of equal or higher rank may work for the officer up to a maximum of 10 days providing the shift commander(s) in charge of the affected shift(s) approves such usage. The City shall not be liable for any overtime or extra shift differential due as a result of one officer assisting another in this manner.

14.02 Funeral Leave:

- A. Each officer shall be allowed three (3) days' time off with pay from the time of death of a member of the officer's immediate family, including one day following the funeral. Immediate family members shall be defined as the officer's mother, father, stepmother, stepfather, stepchild, brother,

sister, son, daughter, wife, husband, father-in-law, mother-in-law, or officer's legal guardian. 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.

- B. Each officer shall be allowed one (1) day off with pay in the event of the death of the officer's aunt, uncle, grandmother or grandfather. 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.

14.03 Holiday Leave:

- A. All regular full-time and probationary officers shall receive, in addition to their salary, their regular scheduled hours pay for each of the following holidays: New Year's Day; Friday before Easter; 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. Those employees required to work on any of the above holidays shall be paid at the rate of one and one-half (1 ½) times their regular hourly salary for all hours worked on the holiday in addition to the holiday pay. Those employees called in on an overtime basis on any of the above holidays shall be paid at the rate of two and one-quarter (2 ¼) times their regular hourly salary for overtime hours worked on the holiday in addition to the holiday pay. Detectives will receive one additional holiday, that day being the day after Thanksgiving. On holidays occurring Monday through Friday, the City agrees to post at least one position of non-mandatory Detective overtime. Posted overtime for Detectives on holidays will be paid at one and one-half (1 ½) times their regular hourly rate. Detectives called in on an overtime basis on any of the above holidays shall be paid at the rate of two and one-quarter (2 ¼).

- B. There shall be four (4) floating holidays, provided for all officers (Detectives will receive three floating holidays). These holidays shall be a day(s) of choice by the officer provided that he shall request utilization of such day(s) from his shift supervisor a minimum of three (3) workdays prior to the day(s) he desires to take it. Such authorization by the shift supervisor shall be subject to the staffing needs of the department.
- C. Detectives and Specialists shall take the actual holiday off (listed in A. above) when the holiday falls during the workweek (Monday through Friday). Holidays falling on the weekend shall be taken off as follows: A Saturday holiday will be taken off on the preceding Friday and a Sunday holiday will be taken off on the following Monday. Modifying these procedures may occur with prior supervisory approval.

14.04 Vacation Time:

- A. Each officer shall be granted vacation according to the following schedule:
 Ten (10) working days after one (1) year of service - 90 hours on a 39.5 hour schedule and 80 hours on a 40 hour schedule.
 Fifteen (15) working days, 135 and 120 hours respectively, leave after eight (8) years of service,
 Twenty (20) working days, 180 hours and 160 hours respectively, leave after fifteen (15) years of service,
 Twenty-five (25) working days, 225 hours and 200 hours respectively, leave after twenty (20) years of service,
 One additional working day - 9 hours and 8 hours respectively for every year of service after twenty-five years of service- (i.e. - 27 working days - 243 hours and 216 hours leave for 27 years of service).
- B. Vacation accrual for years after the completion of one (1) full year of service shall be backdated to January 1 of the year of employment. Employees with less than one (1) 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.

- C. Employees shall be permitted to utilize ten (10) days of earned vacation annually in no less than one (1) day increments. Said days shall be scheduled for use in accordance with procedures as currently established by the City. Employees may request a change of any scheduled date from the appropriate division commander and only such changes shall be subject to the approval of the division commander and said decision shall not be subject to the grievance procedure. Employees may also request to use partial vacation days consisting of three (3) or more hours in length from the appropriate division commander and such leaves shall be subject to the approval of the division commander and said decision shall not be subject to the grievance procedure.
- D. The vacation selection process shall begin December 1st of each year for vacation leave taken in the following year.
- E. Any unused vacation time shall be paid out to a member's spouse or estate if the member dies while employed by the City.

14.05 Jury Duty: Employees requested to be on jury duty shall be paid their normal pay and will turn over their jury duty fees to the City, excluding actual expenses. For scheduling purposes, such employees shall be considered on the day shift, on any day on which they are required to report for jury duty. Provided, however, that third shift officers will not be required to work immediately prior to being required to appear for jury duty. Employees who are excused from jury duty prior to the end of the day shift shall report to the Police Department for assignment for the balance of that shift. For purposes of this section, day shift shall be defined as 8 AM to 4 PM.

14.06 Military Leave: Police Officers having permanent status and who are duly enrolled members of any Reserve/Guard Unit of any military branch of the United States, or the State of Wisconsin now or hereafter organized or constituted under Federal Law, are entitled to leaves of absence without loss of time to seniority, retirement pay, healthcare, or anything which applies to a full time employee. If the employee wishes to keep their military pay and receive pay from the City, they must use Officer switches, vacation time, comp. time etc, to cover the leave of absence time. This leave is granted in addition to all other leaves.

ARTICLE 15

GOOD ATTENDANCE BONUS PROGRAM

15.01 Eligibility: Employees who accumulate 800 or more hours of unused sick leave shall be eligible to participate in the Good Attendance Bonus Program.

15.02 Credits: Under the program, one and one quarter (1.25) retirement insurance credits shall be granted for each eight-, nine- or ten-hour accumulation over 800 hours, except that the use of sick leave within a month shall prohibit the granting of additional credits for said month and future months, if applicable, until the accumulation of sick leave reaches 800 hours. Previously earned credits shall not be decreased through sick leave utilization.

15.03 Usage: Upon retirement, the case equivalent of all accumulated retirement credits shall be placed into the Life Insurance and Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement.

15.04 Exchange Rate: The exchange rate per credit shall be increased on an annual basis commensurate with pay raises. The 2007 rate shall be \$82.06 per credit, the 2008 rates shall be \$83.70 on 01/01/08 and \$84.54 on 07/01/08 and the 2009 rates shall be \$86.23 on 01/01/09 and \$87.09 on 07/01/09.

ARTICLE 16

SHIFT CHANGES

16.01 Authorization: Changes in work shifts may be made between members of the Police Department if the substitute is of equal or higher rank than the officer for whom he is substituting providing the Shift Commander(s) in charge of the affected shift(s) approves such substitution and feels such change will not have a detrimental affect upon the service provided to the community. If the Shift Commander refuses for any reason to allow such substitution, his/her decision shall only be subject to review at Step 2 of the grievance procedure. Shift Commanders will not require officers to use time off in lieu of switches or refuse to allow switches arbitrarily. The City shall not be liable for any overtime or extra shift differential due to an exchange of work hours.

16.02 OTO Transfer:

- A. An officer changing work shifts in accordance with the provisions mentioned immediately above may be repaid for working that shift by having transferred to his other time off (OTO) account an amount of OTO equivalent to the hours worked for the officer who was originally scheduled to work. Such transfer shall be made from the OTO account of the officer who was originally scheduled to work the shift.
- B. The transfer of OTO may be affected by completing an OTO slip giving the details of the transfer and turning that slip into the Records Office. The OTO slip must include the written approval of the shift commander in charge of the affected shift and the signatures of the officers involved in the transfer. Such approval must be received prior to the substitution of work hours. If the shift commander refuses for any reason to allow such substitution and transfer, his decision shall only be subject to review at Step 2 of the grievance procedure. The City shall not be liable for any overtime or extra shift differential due to a substitution of work hours or transfer of OTO.

16.03 Schedule Change (7 p.m. - 4 a.m. Shift): The City may, with four (4) calendar days personal notice to an officer regularly assigned to the 7 p.m. to 4 a.m. shift, change the starting and ending times of that shift by a maximum of three (3) hours later (i.e., 10 p.m.) without the payment of overtime. The City may, with four (4) calendar days personal notice to an officer regularly assigned to the 10 a.m. to 7 p.m. shift, change the starting and ending times of that shift to the day shift without the payment of overtime. Such change shall be considered temporary and will only occur with a maximum of three officers on such single shift.

16.04 Non-Avoidance of Overtime: Schedule changes shall not be made to avoid payment of overtime except in cases provided for elsewhere in this article.

16.05 Work Hours and Compensation During Training Activities: The department agrees that training/schools offered by the department are to be posted. In addition, consideration of seniority will be used when allowing for sign up by the officers.

- A. Definition of Voluntary Training: Any approved training where the officer initiates the request to receive training, or any approved training that an officer receives that is not specifically required by the Chief of Police.
- B. Definition of Mandatory Training: Any training activity that the Chief of Police specifically requires an officer to participate in, or any training where the Chief of Police determines that a general training need exists and initiates the process to fill that department training need.
- C. Compensation and Work Hour Provisions:
 - 1. Voluntary Training Greater Than Five Days - The officer will receive his regular biweekly pay (base and education pay) for the period of the training. No additional compensation will be provided except for holiday pay. Expenses will be reimbursed in accordance with established procedures. Work hours may be temporarily changed to conform to the hours of training.
 - 2. Voluntary Training of Five (5) or Less Days - The officer will receive his regular biweekly pay (base and education pay) for a period of the training including any holiday pay that may be applicable. In addition, the officer shall receive pay at the straight time hourly rate for time spent in training on the officer's regularly scheduled day off up to a maximum of eight hours. Expenses will be reimbursed in accordance with established procedures. Work hours may be temporarily changed to conform to the hours of training.
 - 3. Mandatory Training Greater Than Five (5) Days - An officer shall receive his regular biweekly check (base and education pay) plus any holiday pay that may be applicable. In addition, an officer shall receive pay at the rate of time and one-half for all hours spent

in travel or training on a regularly scheduled day off or for travel time on a regular work day which would cause the officer to work more than 9 hours on the day of travel. With at least four (4) calendar day's personal notice, work hours may be temporarily changed to any hours between 7 a.m. and 5 p.m. on the day of the training to conform to the training schedule.

4. Mandatory Training of Five (5) or Less Days - With at least four (4) calendar days personal notice, the City may temporarily change an officer's work hours to any hours between 7 a.m. and 5 p.m. on the day of training to conform to the training schedule. If an officer's work hours are changed, pay at the rate of time and one-half shall be paid for training and travel time in excess of 9 hours per day or for all hours spent in training and travel on a regularly scheduled day off. In the event an officer is called in for purposes of in-service training, the call-in pay provisions included in the agreement shall apply.

ARTICLE 17

UNAUTHORIZED ABSENCE

17.01 Procedure: No employee may absent himself from duty without the permission of the employer. Any employee absenting himself without the permission of the Police Chief or his designee will be subject to disciplinary action.

ARTICLE 18

RIOT DUTY AND CRT DUTY

18.01 Non-City Duty: If employees are called to work for another government agency by the City, such employee shall be paid for non-city work in accordance with the benefits listed in this contract. The employee's rate of pay for such non-city work shall be at the rate of time and one-half of the normal rate. 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 19

LAYOFF, RECALL AND PROMOTION

19.01 Procedure: In the event of a layoff of personnel in the department, procedures established under Section 62.13 (5m)(a)(b)(c) of the Wisconsin Statutes shall be followed.

19.02 Promotion: The department agrees that it would outline the testing process for advancement within the bargaining unit and require that qualified candidate selected be from the upper half of the qualification list used for the selection of the position.

19.03 Layoff and Furloughs: For the term of this contract the City agrees not to lay off or furlough members covered by this collective bargaining agreement.

ARTICLE 20

RETIREMENT

20.01 Agreement: All persons covered by this agreement shall be subject to the requirements of Section 3.27 of the Fond du Lac Municipal Code. In the event of any change in federal law that will make compulsory retirement at any age below 70 years of age legal, the City and the Association will reopen negotiations to establish a compulsory retirement age and a compulsory retirement procedure.

ARTICLE 21

SICK LEAVE PAYOUT

21.01 Payment: Employees retiring under the Wisconsin Retirement System shall be paid at the rate of thirty dollars (\$30.00) per day for each day of accumulated sick leave to a maximum of sixty (60) days.

21.02 Usage: Upon retirement, the dollar amount of the sick leave payment from section 21.01 shall be placed into the Life Insurance and Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement.

ARTICLE 22

RIGHTS OF EMPLOYER

22.01 Rights Enumerated: It is agreed that the rights, functions and authority to manage all operations and functions are vested in the employer and include, but are not limited to the following:

- A. To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City Council.
- B. To manage and otherwise supervise all employees in the bargaining unit.
- C. To hire, promote, transfer, assign and retain employees and to suspend, demote, dismiss or take other disciplinary action against employees as circumstances warrant for just cause.
- D. To relieve employees of duties because of lack of work or for other legitimate reasons.
- E. To maintain the efficiency and economy of the City operations entrusted to the administration.
- F. To determine the methods, means and personnel by which such operations are to be conducted.
- G. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- H. To exercise discretion in the operation of the City, the budget, organization, assignment of personnel and the technology of work performance.

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

ARTICLE 23

MAINTENANCE OF BENEFITS

23.01 Provision: The City agrees to maintain in substantially the same manner such present benefits not specifically referred to in this Agreement. Such benefits as may not exist are incorporated herein by reference as though fully set forth as length.

ARTICLE 24

SENIORITY

24.01 Date Established: For the purpose of this Agreement, effective January 1, 1972, an employee's service starts the day he becomes a police officer. Prior service as a Cadet, radio operator or other employee of the City shall not be considered. This provision shall not be applied retroactively. Leaves of absence without pay for more than thirty (30) calendar days shall not be considered service for the purpose of determining sick leave, vacation or other benefits.

24.02 If a member leaves the bargaining unit voluntary, and remains a sworn city officer, and returns within one year, the member maintains the same seniority as if they never left. If after one year, the member returns to the bargaining unit under any circumstances, he/she can keep what time was earned up to the original departure date.

24.03 To minimize the disruption caused by shift selections/assignments, annual shift selections/assignments will be picked utilizing the following policy:

1. Officers shall select their shift assignments annually on a seniority basis;
2. Officers shall remain on their selected shift for the calendar year, unless:
 - A. Circumstances occur within the Department requiring a permanent change in manpower levels;
 - B. An Officer's job assignment is changed by the Department for disciplinary reasons, in which case the Officer goes where the vacant shift is, regardless of seniority;
 - C. An Officer's job assignment is changed or eliminated by the Department, in which case the Officer will be allowed to bump by seniority and prior to shift picks of any upcoming changes or eliminations;
3. Officers will not be allowed to initiate switches after the annual selection process unless the Officer requesting the change can show cause as to the reason for the change, in which case the Officer will be required to fill the vacant shift regardless of seniority;
4. Officers will be allowed to fill vacancies at any time during the year by seniority but will not be allowed to bump Officers from their current shifts

by seniority. Vacation picks previously made by the Officers will not be guaranteed when selecting a different shift, but every attempt will be made to honor the picks;

5. When a new or an additional vacancy is created on a shift, Officers sign for said vacancy by seniority.

This section relates to long-term switches and does not affect Sections 16.01 and 16.02 regarding short-term shift switches/OTO transfer.

ARTICLE 25

ASSOCIATION BUSINESS LEAVE

25.01 Annual Leave: Up to a total of nine (9) man-days of paid Association business leave shall be granted to officers of the Association to attend the Wisconsin Professional Policeman's annual convention and/or the Wisconsin Professional Police Association Board of Director's meetings. This provision is subject to the staffing requirements of the department as determined by the Chief. If because of staffing requirements of the department, an Association officer who attends the state convention must provide a substitute, said substitute shall have a compensatory day off, when scheduling permits, for each day worked as a substitute. The rules stated in Article 4, Hours, and in Article 16, Shift Changes, shall apply. The nine (9) man-days apply to the Association collectively so that the City is liable for up to nine (9) man-days per year.

25.02 Association Representatives and Grievance Investigation: The Association shall annually provide the Chief of Police with a written list of the names of officers who are to act as grievance representatives during the year. If there are any changes during the year, the Association shall so notify the Chief of Police. Those individuals named as grievance representatives and the grievant shall be permitted a reasonable amount of time during duty hours to investigate and process grievances provided that prior notification is given to the Chief of Police or his designee. If, in the judgment of the Chief or his designee, it is inappropriate because of Police Department concerns to allow the investigation to begin or continue, such investigation shall cease and resume at a future time. Processing and investigating grievances shall not interfere with any officer's work assignment. In no event shall a grievant or his representative receive overtime payments

or extra shift differential to engage in activities covered by this section or otherwise to conduct Association business.

The Department shall promptly notify the Association President at the start of any internal investigation involving Association members. Any written discipline against a member of the bargaining unit will require a copy to be sent to the President of the bargaining unit, within five days of issuance to the employee. The City will not maintain any written discipline that did not result in any suspension or loss of pay against a member for more than one year. If the written disciplinary document delineates suspension or loss of pay, the City may only maintain the document for three years. This section shall not pertain to performance evaluations.

25.03 Other Business: Association business, other than contract administration, shall not be conducted on City time or on City premises except with the approval of the Chief of Police or his designee.

ARTICLE 26

PERSONNEL RECORDS

26.01 Employee Access and Reprimand Duration: Upon request, each officer shall have access to his personnel records maintained in both the Police and City Personnel Departments. Records of employee reprimands for incidents that have occurred more than one (1) year earlier and have not been repeated within the past year shall be expunged from the records, except that records of incidents resulting in employment demotions shall not be expunged.

ARTICLE 27

RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS

27.01 Procedure: The City and the Association agree that differences between the parties shall be settled by peaceful means as provided within this Agreement and that there shall be no strike or any other type of mass work stoppage during the terms of this Agreement. Should the Association instigate a strike or another form of work stoppage during the terms of this Agreement it shall be subject to penalties to be paid to the City at a rate of \$2,500.00 per day for each and every day of said strike or work stoppage. It is

understood that differences are intended to be settled through the grievance procedure contained herein.

ARTICLE 28

GRIEVANCE PROCEDURE

28.01 Procedure - Time Limits and Definitions: All grievances as herein defined shall be processed in the following manner:

- A. Both the Association and the City recognize that grievances and complaints should be settled promptly and at the earliest possible stage and that the grievance process must be initiated within five (5) days of the incident or knowledge of the incident, whichever is later. Any grievance not filed within five (5) days shall be invalid.
- B. Any dispute arising between the parties may be subject to the grievance procedure; however, only disputes arising out of the interpretation and application of the collective bargaining agreement are subject to arbitration. Those subjects over which the Police and Fire Commission has authority are expressly precluded from the arbitration process and shall be subject to the rules and regulations of the Police and Fire Commission.
- C. The Association or an employee may process a grievance as outlined in this section and the employee shall have the right to representation by the Association in conference with the City.

Step 1 - The aggrieved employee shall present the grievance orally to his Shift Commander, either alone or accompanied by an Association representative. If the Association initiates the grievance, it shall be presented orally to the immediate management supervisor under whose jurisdiction the aggrieved incident took place. If the grievance is not resolved within five (5) working days (Saturdays, Sundays and holidays excluded), the aggrieved employee or the Association may process the grievance as outlined in Step 2.

Step 2 - The grievance shall be presented in writing to the Chief of Police. Within (5) five working days (Saturdays, Sundays and holidays excluded), the Chief shall state his position in writing to the Association or the aggrieved employee. Within three (3) working days (Saturdays, Sundays and holidays excluded) after the receipt of the Chief's statement, the aggrieved shall process his grievance as outlined in Step 3 or the matter shall be considered resolved by all parties.

Step 3 - The grievance shall be presented by letter to the Human Resources Director. If it is not resolved at this level within five (5) days, (Saturdays, Sundays and holidays excluded) or a reasonable time as may be agreed by both parties, the Human Resources Director shall note his statement on the grievance form and it may be presented to the arbitrator as in Step 4.

Step 4

a) Within ten (10) working days of completion of Step 3, the grievance may be submitted to arbitration. WERC staff members Richard McLaughlin and William Houlihan shall be used on an alternating basis to serve as arbitrators. A copy of the arbitrator request letter shall be immediately provided to the other party.

b) In the event one of the individuals mentioned immediately above is not available or is not a WERC staff member at the time of selection in accordance with the above procedure, any WERC staff member mutually agreeable to the parties shall be selected as the sole arbitrator. A copy of the arbitrator request letter shall be immediately provided to the other party.

c) In the event the parties cannot agree on a WERC staff arbitrator, an arbitrator shall be selected from a panel of five (5) arbitrators provided by the WERC. A copy of the panel request letter shall be provided to the other party. Both parties shall have the right to strike two (2) names from the panel. One (1) party

shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. A copy of the arbitrator notification letter shall be immediately provided to the other party.

d) All costs associated with the arbitration process shall be borne equally by the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, purchasing its own copy of the written transcript (if applicable), and for any postponement/cancellation fees which may be payable by party unilaterally causing a postponement/cancellation of any scheduled hearings and/or proceedings. Any initial filing or administrative fees incurred prior to the selection of an arbitrator shall be borne by the party requesting arbitration. Such fee shall not be considered as costs associated with the arbitration process.

e) The arbitrator shall attempt to meet with both parties in the grieved matter within thirty (30) days of the date of his or her selection. The arbitrator, in arriving at a determination, shall rule only on matters of application and interpretation of this Agreement. The findings of the arbitrator shall be final and binding on both parties.

ARTICLE 29

DEDUCTION OF DUES

29.01 Procedure: The City agrees to deduct the membership dues of the Association from each pay check of any employee from whom a signed deduction authorization card is received. Said dues deduction shall commence in the month following the date a signed deduction authorization card is received. Authorization one filed shall be irrevocable for a period of one (1) year or until the termination of this agreement

(including any extension, renewals, or modifications thereof or any new agreement between the City and the Association) whichever is sooner, and such authorization shall be automatically renewed from successive periods of one year, unless written notice of the revocation is given by the Association to the City. Withheld amounts shall be forwarded one each month to the designated Association representative following the actual withholding, together with a record of the amount and names of those from whom deductions have been made.

29.02 Changes in Amounts: Changes in dues amounts to be deducted shall be certified in writing by the Association at least sixty (60) calendar days before the start of the pay period the changed deduction is to be effective.

29.03 Hold Harmless: The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City in reliance upon employee payroll deduction authorized cards submitted by the Association to the City.

ARTICLE 30

FAIR SHARE AGREEMENT

30.01 Certification: As the exclusive bargaining agent of all employees in the collective bargaining unit, the Association shall represent all such employees, members and non-members, fairly and equally. Employees in the unit who have not authorized dues check-off as provided in Article 29 shall be, as provided in this Agreement, required to pay their proportionate cost of the collective bargaining process and contract administration. The amount certified by the Association as the proportionate share of the cost of the collective bargaining process and contract administration shall be in accordance with the provisions of WERC Case Number XCIX, No. 23535 MP-892, Decision No. 18408. No employee shall be required to join the Association but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and bylaws.

30.02 Procedure: The City agrees to deduct from the second pay check in each month of all employees in the collective bargaining unit who are not members of the Association the amount certified by the Association in Section 29.01 of this article as the

proportionate share of the cost of the collective bargaining process and contract administration.

The City also agrees that with respect to all new employees included in the collective bargaining unit it will make such deduction commencing the month following the completion of the probationary period.

30.03 Modifications: Changes in the amounts required to be deducted pursuant to Section 29.02 above shall be accompanied by a certification from the Association that the new amount is, in fact, the proportionate share of the cost of the collective bargaining process and contract administration in accordance with the provisions of WERC Case Number XCIX, No. 23535, MP-892, Decision No. 18408. Such changes shall be certified by the Association at least sixty (60) calendar days before the start of the pay period in which the change is to be effective.

30.04 Authorized Deduction: The City shall not be required to submit any amounts to the Association under this Agreement for employees otherwise covered who are on lay-off, leave of absence or other status in which they receive no pay for the pay period normally used by the City to make such deductions. The City will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

30.05 Hold Harmless: The City shall not be liable to the Association, employee or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The Association shall defend, indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken or not taken by the City under this Article.

30.06 Internal Mechanism: The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which allows those employees to challenge the fair share amount certified by the Association as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association pursuant to this Article.

The Association will furnish a copy of this internal rebate procedure to the City and employees from whom fair share deductions are being made.

30.07 Accounting: The Association shall certify and provide to the City a full annual accounting of representation costs for non-members detailing all expenses and proportionate charges, and shall also post a one (1) page summary of all costs and proportionate charges on all bulletin boards, provided to the Association by the City. Such annual accounting shall be made and provided no later than January 30 of any year covering the costs of the preceding calendar year.

ARTICLE 31

WAIVER OF RIGHTS

31.01 Rights: Neither party to this Agreement by such act at the time hereof or subsequent hereto agrees to and does waive any rights possessed by it or them under State and federal laws, regulations or statutes.

31.02 Illegal Provision: In the event any clause or portion of this Agreement is in conflict with the Statutes of the State of Wisconsin governing municipalities or other statutes such clause or portion of the Agreement shall be declared invalid and negotiations shall be instituted to adjust the invalidated clause or portion thereof.

ARTICLE 32

PROBATIONARY PERIOD

32.01 All newly hired officers shall serve a probationary period of twelve (12) continuous months from date of hire. The probationary period shall begin after the completion of recruit training or, if certified, from date of hire. During the probationary period, the officer shall accrue no seniority rights and shall be subject to termination without recourse to the grievance procedure. The probationary period of officers may be extended by up to three (3) months upon notification of such to the employee and the Association prior to the end of the initial twelve (12) month probationary period. In addition, the probationary period may be extended for the length of time equal to absences in excess of 30 days caused by an illness/injury of the officer. Upon successful completion of the probationary period, seniority shall accrue to the most recent date of hire.

ARTICLE 33

SIDE BAR AGREEMENTS

33.01 The City and the Association recognize that certain "Side Bar Agreements" and other related documents exist relative to wages, hours and conditions of employment for bargaining unit personnel to which both the City and Association have mutually agreed upon. These Agreements are generally described as follows:

1. Shift Selections - dated January 7, 1992.
2. MEG Unit - dated September 29, 1993.
3. Crime Prevention Officer/HUD Assignment - no date.
4. One-On-One Program - dated March 25, 1994.
5. Central District Officer - October 2, 1995.
6. Military Leave - November 14, 2001.

The City and the Association recognize that only the sections of the above described agreements pertaining to hours, wages and conditions of employment shall become part of the collective bargaining agreement and that sections pertaining to job duties, rules, regulations and other non-bargainable issues shall not become part of the collective bargaining agreement.

ARTICLE 34

DIRECT DEPOSIT

34.01 Officers covered by this agreement shall be required to participate in the direct deposit payroll system which was in effect on October 21, 1996.

ARTICLE 35

DRUG AND ALCOHOL POLICY

35.01 The *City of Fond du Lac Police Department Drug & Alcohol Policy* dated January 18, 2001, and as agreed to by the parties shall be considered part of this Collective Bargaining Agreement and shall be attached hereto.

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

CITY OF FOND DU LAC

ASSOCIATION - LOCAL 12

Tom Herre, City Manager

Anthony Laning, President

Rodney Pasch
Human Resources Director

Brian Willis, Vice-President

ATTEST:

Sue Strands
City Clerk

APPENDIX A WAGES

Effective January 1, 2010 – December 31, 2011

Patrol Officer:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Start	1 Year	1 1/2 years	2 years	5 years	10 years	15 years
40,900.61	47,569.36	51,834.26	56,114.50	56,611.25	57,108.01	57,604.76

Specialist:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Start	5 years of Service	10 years of Service	15 years of Service
59,398.82	59,908.90	60,419.01	60,929.04

Detective:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Start	61,034.56	62,598.71	64,162.78
w/ 5 years of service	61,544.64	63,108.77	64,672.84
w/ 10 years of service	62,054.76	63,618.88	65,182.91
w/ 15 years of service	62,564.79	64,128.96	65,693.02