

1 biweekly salaries for the respective classifications for the respective periods:

2 **EFFECTIVE JANUARY 1, 2009 (3.25%)**

Classification	Hourly	Biweekly	Annual
Officer-Start	22.16	1,710.38	44,469.81
After 1 year	23.56	1,818.97	47,293.28
After 2 years	26.73	2,063.30	53,645.72
After 3 years	29.89	2,307.62	59,998.15
After 4 years	32.77	2,529.62	65,770.22
Specialist	33.71	2,601.85	67,648.15
Detective	35.29	2,724.12	70,827.10
After 2 years	36.15	2,790.80	72,560.85
Sergeant	36.52	2,818.71	73,286.45
After 2 years	37.06	2,860.99	74,385.73

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4 **EFFECTIVE JANUARY 1, 2010 (3.25%)**

Classification	Hourly	Biweekly	Annual
Officer-Start	22.88	1,765.96	45,915.07
After 1 year	24.33	1,878.09	48,830.31
After 2 years	27.60	2,130.35	55,389.20
After 3 years	30.87	2,382.62	61,948.09
After 4 years	33.84	2,611.84	67,907.75
Specialist	34.80	2,686.41	69,846.72
Detective	36.44	2,812.65	73,128.99
After 2 years	37.33	2,881.50	74,919.08
Sergeant	37.70	2,910.32	75,668.26
After 2 years	38.27	2,953.97	76,803.27

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6 **EFFECTIVE JANUARY 1, 2011 (3.0%)**

Classification	Hourly	Biweekly	Annual
Officer-Start	23.56	1,818.94	47,292.53
After 1 year	25.06	1,934.43	50,295.22
After 2 years	28.43	2,194.26	57,050.88
After 3 years	31.79	2,454.10	63,806.53
After 4 years	34.85	2,690.19	69,944.98

Specialist	35.85	2,767.00	71,942.12
Detective	37.53	2,897.03	75,322.86
After 2 years	38.45	2,967.95	77,166.65
Sergeant	38.83	2,997.63	77,938.30
After 2 years	39.42	3,042.59	79,107.36

In each instance, the period of time required to advance from one salary rate to another in a classification relates to the period in the particular classification. The effective date of any salary increase (either step advances or across the board wage increases) shall be the beginning of the full pay period next following the event.

Section 3.02 - Overtime: Duty before or after regular duty hours may be authorized only by the Chief of Police or his/her designee.

Duty before or after the regular duty hours shall be compensated at the rate of time and one-half (1-1/2), providing, however, overtime shall be claimed to the nearest one-tenth (1/10th) hour, i.e., three (3) minutes - no overtime, four (4) minutes - one-tenth (1/10th) hour claim, and shall be compensated at the rate of time and one-half (1-1/2). When an Officer is required to return to work after the end of his/her regular normal workday, or is called to duty on an off day, he/she shall be compensated for not less than two (2) hours at time and one-half (1-1/2). An Officer called to duty after the end of his/her regular workday, but cancelled before he/she arrives at the location called to report, shall be compensated not less than one (1) hour at time and one-half (1-1/2), provided the Officer was aware of the notice to report prior to being cancelled. An Officer required on an off duty day, or after his/her regular workday, to report for court, shall be compensated for not less than three (3) hours at time and one-half (1-1/2). Officers subpoenaed to report for court, and cancelled after 5:00 pm on the day before the scheduled court date, shall be compensated not less than one (1) hour at time and one half (1-1/2), unless the court was scheduled during the officer's normal duty hours

When an Officer is recalled to duty, duty time shall commence upon his/her reporting at the station or such other location within Waukesha County, as the Chief may have designated. If an Officer is required to report outside of Waukesha County, or is assigned to travel, appropriate consideration shall be given to the distance and time involved and the mode of transportation involved.

Officers may select as between payment in cash or compensatory time off providing:

- (1) that such selection shall be made when the overtime is reported, and shall not be revocable.
- (2) that not more than one hundred and twenty (120) hours of compensatory overtime may be

1 held in accumulation by any one Officer.

2 (3) Officers may elect to use their accumulated compensatory time off, with approval of their
3 shift supervisor, as long as shift staffing requirements are maintained.

4 Compensatory time in excess of the one hundred and twenty (120) hour maximum shall be disposed
5 of by payment in cash. The payment shall be at the rate of time and one-half (1-1/2) for the actual working
6 hours. The minimum force may vary between different shifts, days of the week, by season, and otherwise as
7 deemed appropriate. Except when rendered impossible by the unforeseen, reasonable notice shall be given
8 by the Chief as to the appropriate minimum force for the particular situation.

9 **Section 3.03 - Training Time:** Officers required to report for training outside of their regularly
10 scheduled normal workday shall receive straight compensatory time off for a minimum of two (2) hours.
11 Compensatory off time resulting from training shall, however, be included in determining whether the one
12 hundred twenty (120) hour limitation in Section 3.02 above is applicable.

13 **Section 3.04 - Paychecks:** Officers shall be paid every other Friday. Each paycheck shall include
14 the salary for a biweekly pay period including that Friday (even though the regular normal workday on that
15 Friday, although beginning on Friday, is completed on Saturday) and the additional pay for overtime, if any,
16 for the prior biweekly period. All regular paychecks will be deposited electronically into an account at a
17 financial institution designated by the employee.

18 **Section 3.05 - Final Salary Payment:** The salary due an Officer upon termination of employment
19 shall be paid on or before the next payday following termination.

20 **Section 3.06 - Field Training Officer (FTO) Compensation:** A Field Training Officer will receive
21 one (1) hour of compensatory time (straight time) for each eight (8) hour training day spent with a new
22 officer and one-half (1/2) hour of compensatory time (straight time) for each partial day spent with a new
23 officer of at least four (4) hours. This time will be in addition to any other overtime legitimately earned for
24 that normal workday.

25 **Section 3.07 - Detective On-Call Compensation:** Any Detective who is scheduled for an On-Call
26 weekend will be compensated one (1) hour in either pay or compensatory time at a rate of time and one-half
27 (1-1/2) for each day or part of a day that they are on call. (The period on Friday from 11:00 p.m. to midnight
28 shall not count toward compensation under this section.) Detectives may also take home and operate their
29 assigned unmarked squad to facilitate rapid response to crime scenes or calls for assistance, providing that it
30 does not cause a vehicle shortage for the Detective Bureau. Detectives on call will be subject to being called
31 in at any time during their on call period. Detectives will be available at their home phone, by pager, or keep

1 the dispatchers informed of another phone number or means of being contacted.

2 **Section 3.08 - Workout Program Compensation:** The maximum allowable compensation for those
3 NBPPA members who are actively involved in a department authorized workout program will be two (2)
4 hours of compensatory time per pay period. All participation is voluntary, but you must be actively working
5 out to claim the compensatory time. Workouts do not have to occur on an actual work day for you to be able
6 to claim credit for the workout. If you are not on an approved program, you must get approval from the
7 Chief of Police. If you are at your contractual maximum level of accumulated compensatory time, you may
8 not claim time for your workouts.

9 **Section 3.09 - Compensatory Time for Travel for Training/Outside of Waukesha County:**
10 When an officer is approved for training or a school outside of Waukesha County, appropriate consideration
11 shall be given to the distance and time involved and the mode of transportation used. Approved travel time
12 is straight compensatory time.

13 **Section 3.10 – Task Force Assignments Flex Time:** Flex time will be earned and used during any
14 Task Force assignment period and is not transferable to an officer’s compensatory time accumulation. In the
15 event of a sudden necessary transfer from any Task Force assignment, the officer will use all accumulated
16 “flex” time immediately (this does not include assigned Administrative Leave or Worker’s Compensatory
17 time).

18 **Section 3.11 - Roll Call Preparation Compensation:** Supervisors who give roll call on any
19 particular day will receive three tenths (0.3) of an hour of compensatory time. This time will be awarded
20 providing that the supervisor conducting roll call begins his or her roll call preparation at least twelve (12)
21 minutes before roll call is scheduled to begin. The “Twelve Minute” requirement will not be enforced if the
22 supervisor does not have prior notice that he or she must conduct roll call that day.

23 **Section 3.12 - Tuition Reimbursement:** Members of the New Berlin Professional Police
24 Association will be allowed to participate in the City of New Berlin’s Tuition Reimbursement Program to
25 the extent budgeted annually in the Police Department’s budget.

26 **Section 3.13 - K9 Officers:** K9 Officers shall be compensated three and one-half (3-1/2) hours, at
27 time and one-half (1-1/2), per week in either pay or compensatory time off, at the employee’s option, for the
28 purpose of compensating the officer for time spent caring for the canine while off duty. K9 Officers will
29 also be assigned a take home vehicle. The City shall pay for all reasonable expenses associated with the
30 keeping and care of any active Police K9 to include dog kennels, food, medical related costs and necessary
31 equipment. Upon retirement of any police K9, the ownership of the dog will be given to its handler. The

1 City will continue to pay for food and basic veterinary expenses up to an annual maximum of twelve
2 hundred (\$1,200) dollars.

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4 **ARTICLE IV - RETIREMENT CONTRIBUTION**

5 **Section 4.01:** The City shall assume and pay up to seven percent (7%) of all of the salary of Officers
6 against the employee's share of contribution to the Wisconsin Retirement System. Officers shall pay the
7 remainder of the employee's share of such contribution by payroll deductions.

8
9 **ARTICLE V - INSURANCE**

10 **Section 5.01 - Life Insurance:** The City shall provide as a one time annual salary, at its sole
11 expense, term life insurance on the lives of Officers, with double indemnity for accidental death. The City
12 shall allow employees the option of selecting dependent life insurance as provided for by the life insurance
13 company. The employee is responsible for the entire premium for this coverage.

14 **Section 5.02 - Health Insurance:** Employees may select single or family health insurance coverage.
15 Employees shall contribute ten percent (10%) of the monthly premium, through the Section 125 program
16 with the balance to be paid by the City.

17 Effective January 1, 2009 the standard health insurance program provided to Employees will be the
18 United Healthcare Choice Plus Plan 7EO-Modified. The City will reimburse employees and retirees one
19 hundred percent (100%) of any incurred expenses in-network equal to the deductible. The City has the right
20 to change carriers for its standard health insurance plan provided the coverage is fundamentally equivalent to
21 the health insurance in effect on January 1, 2004 and there is no lapse in coverage. In addition to the
22 standard health insurance program (UHC Plan 7EO-Modified) provided to Employees, the City may offer to
23 Employees an alternative health insurance plan or plans. The Employee shall have the option of selecting
24 either the provided standard plan or one of the other offered alternative plan(s). In the event an employee
25 has a spouse that is also a City employee, that employee and the employee's spouse will be entitled to only
26 one family health insurance contract or two single contracts between them from the City.

27 **Section 5.03 - Insurance For Duty Related Disability Retirees:** Employees who retire under the
28 provisions of Wisconsin Statutes Section 40.65 shall be covered by the City's health insurance plan.
29 Retirees under this section may select single or family health insurance coverage and shall contribute the
30 same percentage of the monthly premium as is required of active employees with the balance to be paid by
31 the City.

1 This benefit shall cover eligible spouse and dependents at the time of retirement. The retiree will
2 remain eligible for this benefit until:

- 3 a) the retiree becomes eligible for Medicare, or
- 4 b) the retiree is eligible for fully paid insurance through another employer or through his/her
5 spouse's employer.

6 **Section 5.04 - Insurance for Non-Duty Related Disability Retirees:** Employees retiring under the
7 provisions of Wisconsin Statutes Section 40.63 will be covered under the retiree health insurance fund
8 program provided for in Section 5.06 and have all or part of their health insurance premiums paid from the
9 retiree health insurance fund pursuant to the terms and conditions therein. Any portion of the premium not
10 covered by the trust shall be calculated with the retiree paying the same percentage of the monthly premium
11 as is required of active employees with the balance to be paid by the City.

12 This benefit shall cover eligible spouse and dependents at the time of retirement. The retiree will
13 remain eligible for this benefit until:

- 14 a) the retiree becomes eligible for Medicare, or
- 15 b) the retiree is eligible for fully paid insurance through another employer or through his/her
16 spouse's employer.

17 **Section 5.05 - 125 Plan:** Employees may participate in the City's IRS Section 125 Program to cover
18 any dental, health, or other costs that are recognized under the City's Plan.

19 **Section 5.06 - Retiree Health Insurance Fund:** Current employees with fifteen (15) or more years
20 of continuous service with the City who retire under the Wisconsin Retirement System shall be allowed to
21 participate in the same health care plan for active employees working for the City and have all or part of their
22 health insurance premiums paid from the New Berlin Police retiree health Care Subsidy Plan and Trust
23 (herein after referred to as the Trust) established on April 14, 1997 in the trust document agreement entered
24 into between the City and the Association.

- 25 1) On December 31st 2008, the City shall pay to the Trust a bonus of \$1,000. On January 1,
26 2009, the City shall pay to the Trust a bonus of \$1,000. On January 2nd, 2009, the City shall
27 pay to the Trust \$70,000, as the general contribution. On January 1st of each year after 2009,
28 the City shall pay to the Trust the same amount as the previous year, plus an additional one
29 and one half percent (1.5%).
- 30 2) Retirees shall be eligible to participate in the Trust until the earliest of the following occurs.
31 a) The retiree becomes eligible for Medicare; or

- 1 b) The retiree's death; or
- 2 c) The retiree obtains other employment AND receives health insurance from the other
- 3 employer; or
- 4 d) The retiree does not make timely payments of their out-of-pocket costs for health
- 5 insurance premiums due the City.
- 6 3) The City and the Association shall maintain an investment plan and administer the Trust in
- 7 accordance with the guidelines specified in the Trust document, as well as, the current
- 8 Investment Police and Administrative Statement of the Trust.
- 9 4) Eligible employees who are planning to retire and who wish to participate in the Trust shall
- 10 notify the City and the Association, in writing, of their intent to retire prior to November 15th
- 11 of the year preceding their retirement.
- 12 5) On or about December 1st of each year the Association shall determine the subsidy amount to
- 13 be paid to each eligible retiree for the upcoming year. At the time the subsidy is calculated
- 14 the fund shall not use more than fifty percent (50%) of the total net worth as recorded after
- 15 the January deposit is made.
- 16 6) Retirees who receive a health care premium subsidy from the Trust, who still owe a balance
- 17 on their monthly premium will pay that balance from their accumulated sick time conversion
- 18 money, in accordance with Article VI of this Agreement, until that money is exhausted, at
- 19 which time any unpaid portion of their health insurance premium will be paid directly to the
- 20 City by the retiree by the 20th of the month preceding the month in which coverage is desired.
- 21 7) Retirees who have any money left in their sick leave conversion at the time they become
- 22 eligible for Medicare shall be allowed to use the sick leave conversion money towards
- 23 Medicare supplement insurance.
- 24 8) Employees who are members of this bargaining unit at the commencement of the trust fund
- 25 and who subsequently were promoted out of the bargaining unit to a position within the
- 26 Police Department may continue to be eligible for this benefit as though they were still part
- 27 of the bargaining unit.

28 **Section 5.07- Health Insurance/Dependents:** An officer who dies in the line of duty and at the time

29 of death is participating in the health insurance plan offered by the City shall have the same insurance

30 program offered to the spouse of the deceased employee. The spouse and eligible dependents shall be

31 allowed to remain in the health insurance plan for a minimum of sixty (60) months provided that the

1 premiums are paid to the City in a timely manner. This provision shall also apply to the spouse and eligible
2 dependents who lose coverage due to a retiree becoming eligible for Medicare and losing coverage in
3 accordance with Sections 5.03 and 5.04.

4 **Section 5.08- Health Insurance Opt-out Program:** Employees that are eligible and enrolled in a
5 group health plan through another employer may voluntarily opt-out of the City's health insurance program.
6 The opt-out program shall be offered on an annual basis. Employees shall be allowed to re-enroll in the
7 City's insurance program at open-enrollment time, unless for a qualifying reason, it is necessary to re-enter
8 the program earlier (ie. spouse loses coverage, divorce, etc.). Employees who voluntarily waive the coverage
9 will receive four hundred dollars (\$400.00) per month in the Health Care Reimbursement Account or
10 Dependent Care Reimbursement Account, or three hundred dollars (\$300.00) per month paid out subject to
11 all applicable taxes and benefits. Should the City provide an opt-out payment to non-represented employees,
12 in either category, which is greater, Officers shall receive the higher opt-out benefit payment.

13 14 **ARTICLE VI - SICK LEAVE**

15 **Section 6.01:** Officers shall be granted an allowance of one (1) day of sick leave for each full
16 calendar month of service. Unused sick leave may be accumulated to a maximum period of one hundred
17 thirty-two (132) days for use by the Officer during illness, injury or disability. For the purposes of Section
18 6.04 only, sick leave may be accumulated to a maximum of two hundred and sixty four (264) days.

19 **Section 6.02:** Sick leave shall not be paid for absence from work in excess of three (3) consecutive
20 work days, or pre-scheduled sick leave, unless verified in writing by a licensed physician. An employee
21 claiming pay under this article may be required to provide a doctor's certificate verifying illness and
22 restriction from duty upon request by the Chief, provided the employee has received documented counseling
23 on sick leave usage, within the prior twelve (12) month period.

24 **Section 6.03:** This leave policy is designed to meet the minimum requirements of Section 103.10 of
25 the Wisconsin Statutes. The leave provided for in this Article is intended to run concurrent with and not in
26 addition to the leave provided for under Wisconsin and Federal law.

27 **Section 6.04:** Upon voluntary retirement under the terms of the Wisconsin Retirement System, the
28 City will place an amount equal to fifty percent (50%) of all hours accumulated up to the maximum allowed
29 amount of the employee's unused accumulated sick leave at the employee's date of retirement, times the
30 employee's rate of pay at the employee's date of retirement, in an account to be used to pay health insurance
31 premiums on behalf of the employee after retirement.

1 **ARTICLE VII - VACATIONS**

2 **Section 7.01 - Allowance:** Vacation allowances shall be granted to Officers after the first
3 anniversary of their employment pursuant to the following schedule:

4 <u>Period of Service</u>	<u>Vacation</u>
5 Over one (1) year	Ten (10) days
6 Over five (5) years	Eleven (11) days
7 Over seven (7) years	Fifteen (15) days
8 Over ten (10) years	Sixteen (16) days
9 Over fourteen (14) years	Twenty (20) days
10 Over fifteen (15) years	Twenty (21) days
11 Over nineteen (19) years	Twenty-Five (25) days
12 Over twenty (20) years	Twenty-Six (26) days

13 At least one (1) three-day increment of three (3) consecutive workdays must be taken for each week of
14 vacation granted. The remainder of the vacation allowance may be taken at random, providing the force
15 available meets the existing shift requirements as posted by the Chief. Five (5) working days shall constitute
16 one vacation week as referred to above.

17 **Section 7.02 - Selection of Vacations:** Vacations may be selected throughout the year beginning on
18 November 30th of the year prior to the year of selection. Selection shall be by rank in the order of the length
19 of service on or before February 1st providing, that minimum shift staffing, as established by the Chief, is
20 maintained, and not more than two (2) weeks may be selected by any one Officer in the period from June 1
21 to August 31.

22 Selections made after February 1st shall be on the basis of available choice at the time of selection,
23 providing that shift staffing established by the Chief is maintained and provided further that no vacation shall
24 be allowed which would result in a shift being below minimum force as established by the Chief.

25 In addition, Officers shall select and enjoy their vacations during the calendar year so that at least the
26 designated percentage of the total vacation allowance has been scheduled by the dates hereafter stated:
27
28

29 <u>Dates</u>	<u>Percentage of Vacation Scheduled</u>
30 September 1	75%
31 October 15	100%

33 In those instances where an Officer has not selected his/her full vacation by October 15th, he/she

1 shall be provided with written notice to such effect. If the Officer does not make his/her selection within
2 five (5) working days of the receipt of such notice, the Chief shall thereupon designate the remaining
3 vacation days for such Officer.

4 **Section 7.03 - Cancellation of Vacations:** Vacations may be canceled by the Chief in his/her sole
5 discretion in the event of emergency arising from disaster or catastrophe, serious unforeseen shortage of
6 manpower, or upon occurrence of a wave of crime, violence, or riot. Officers required to work during a
7 scheduled vacation may elect payment at the premium rate of time and one-half (1-1/2) or enjoyment of lost
8 vacation days at a later time.

9 10 **ARTICLE VIII - HOLIDAY PAY**

11 **Section 8.01:** Officers employed continuously from January 1st through December 31st, except for
12 approved leave, including periods of suspension, shall receive an annual lump sum payment, in addition to
13 the regular salary, on the last Monday of November for the ten (10) holidays specified hereafter. Officers
14 that are hired mid-year and Officers that retire mid-year will receive holiday pay only for the holidays which
15 they were employed. The calculation for each holiday shall be the annual salary prevailing on the last
16 Monday of each November divided by 221.24. The ten (10) holidays are:

17	New Year's Day	Veterans Day
18	Good Friday	Thanksgiving Day
19	Memorial Day	Day after Thanksgiving Day
20	Independence Day	Christmas Eve Day
21	Labor Day	Christmas Day

22 23 **ARTICLE IX - UNIFORM ALLOWANCE**

24 **Section 9.01:** Upon and after joining the Police Department, each Officer shall be provided with the
25 full prescribed equipment and all official clothing except for socks and underwear. Upon display and
26 surrender of worn or unserviceable equipment or official clothing, the City shall provide replacements. In
27 addition, all official clothing, and plain clothes Officer clothing worn on duty, that is clearly labeled dry
28 cleaning only, shall be dry cleaned by the City at its expense.

29 Upon termination of employment, all equipment and clothing provided by the City shall be
30 surrendered to the City.

1 **ARTICLE X - BEREAVEMENT ALLOWANCE**

2 **Section 10.01-Immediate Family**: An employee shall be entitled to five (5) consecutive days of
3 bereavement leave with pay in the event that a death occurs in his/her immediate family. The term
4 “immediate family” is defined to included spouse, parent, child, step-child, brother, sister, mother-in-law and
5 father-in-law.

6 **Section 10.02 – Other Relative**: An employee shall be entitled to bereavement leave with pay upon
7 the death of other relatives. The term “other relative” is defined to include grandparent (3 consecutive days),
8 grandchild (3 consecutive days), step-brother and step-sister (3 consecutive days), aunt and uncle (1 day),
9 brother-in-law and sister-in-law (1 day), and pallbearer (1 day).

10 **Section 10.03 – Not Chargeable to Other Leave**: Leave granted under this Article shall not be
11 charged to the sick leave or vacation allowance.

12
13 **ARTICLE XI - MILITARY SERVICE**

14 **Section 11.01**: Any Officer required to participate in training to retain his/her status in the Reserve
15 Forces of the Army, Navy, Marine Corp, Coast Guard, or National Guard may be granted a leave of absence,
16 with full pay, for not more than two (2) weeks a year, to so participate upon the condition that such Officer
17 shall assign to the City all salary or cash allowances received for such service by such Armed Forces. If the
18 military pay exceeds the salary paid by the City, the excess shall be paid to the employee.

19 **Section 11.02**: Any Officer inducted or enlisting in the Armed Forces at a time when conscription is
20 in force shall be granted a leave of absence during the term of his/her service, as prescribed in the applicable
21 State and Federal laws.

22
23 **ARTICLE XII - SERVICE INCURRED DISABILITY**

24 **Section 12.01**: The City of New Berlin will provide claim forms (WC-12) and assistance in filing a
25 claim with the City’s worker’s compensation carrier.

26 **Section 12.02**: Any Officer absent from work because of disability, injury or illness arising in the
27 course of employment shall receive the difference between the WC benefit and eighty-five percent (85%) of
28 his regular full gross salary for a maximum of twelve (12) months. (If the tax laws are revised so that WC
29 benefits are treated as taxable income, this paragraph will be revised to delete the phrase "eighty-five percent
30 {85% } of").

31 **Section 12.03**: Pending the written decision of compensability by the WC carrier, the employee shall

1 not suffer any loss in salary. If the WC carrier determines that the claim is compensable, the City will make
2 the proper adjustments to the employee's salary in accordance with Section 12.02. If the WC carrier
3 determines that the claim is non-compensable, the appropriate adjustment will be made to the employee's
4 pay, or sick leave bank if appropriate, to compensate for all money erroneously paid to that employee in
5 relation to filing a claim under this article.

6 **Section 12.04:** If the employee wishes to appeal the WC carrier's determination on compensability,
7 or on the period of healing, extent of healing, etc., the employee may do so under the provisions of the
8 Wisconsin Statutes. An employee wishing to exercise his/her right to appeal may do so by filing an
9 Application for Hearing with the Department of Workforce Development (DWD).

10 **Section 12.05:** In the event that an employee has filed an appeal to the DWD within thirty (30) days
11 of being notified in writing of the determination of the WC carrier and during that thirty (30) day period the
12 employee submits a written request, which includes a signed promissory note, (Note: The form of the
13 Promissory Note has been initialed by the parties on November 25, 1998) to the Human Resources
14 Department to have the City continue the employee's salary while the appeal is pending, the City shall
15 continue the employee's full salary until the date of the decision of the DWD or the date the employee
16 withdraws his/her request or appeal, if earlier. An employee who withdraws or loses an appeal to DWD is
17 obligated to repay the City for any salary continuation payments that were granted under this Section. The
18 City will make adjustments to the employee's future salary at the rate of reduction not to exceed twenty five
19 percent (25%) of the employee's gross salary or all regular pay periods, and one hundred percent (100%) of
20 the employee's holiday paycheck, until such debt is repaid. However, if acceptable to the City, the
21 employee may choose to repay the City, in whole or in part, by having the City reduce the appropriate
22 number of days from an employee's sick leave account, vacation account, etc.

23 If the employee terminates employment with the City without having repaid the full amount of the
24 salary continuation payments the employee was obligated to repay, the City shall be entitled to apply any
25 termination payments owed such employee, including salary, muster, vacations, compensatory time off,
26 holiday pay, etc., toward such repayment. If there still is a balance due, the City shall be entitled to apply
27 any amount owed the employee under Section 6.04 (unused accumulated sick leave) toward such repayment
28 with any balance to be paid by the employee within thirty (30) days of said termination unless the City agrees
29 to some other repayment plan. If an employee fails to repay the City in the agreed upon amount of time, said
30 employee will lose any and all benefits provided for in Sections 5.04, 5.05, 5.07 and 5.08. The Association
31 agrees that in the event the City incurs legal fees in recovering any amount due under such Promissory Note,

1 the Association will be liable for one-half (1/2) of such attorney fees, up to a maximum amount of two
2 thousand five hundred dollars (\$2,500.00).

3
4 **ARTICLE XIII - GRIEVANCE PROCEDURE**

5 **Section 13.01:** An arbitrable grievance is defined as a disagreement as to the meaning or application
6 of the terms and conditions of the Agreement. A non-arbitrable grievance is defined as a disagreement as to
7 the provisions of and application of the Department rules and regulations, general orders, special orders, or
8 other administrative memoranda.

9 **Section 13.02:** Any member of the Department within the bargaining unit may make a grievance in
10 the following manner:

11 First, by reducing to writing his/her grievance giving a brief statement of the facts, disclosing the
12 action which he/she believes to be improper, referring to the language of the Agreement upon which he/she
13 relies for an arbitrable grievance or department rules and regulations, general orders, special orders, or other
14 administrative memoranda for a non-arbitrable grievance, and indicating the action which he considers
15 proper. Copies of this statement shall be provided to:

- 16 (a) the Officer in charge of his/her shift at the time the alleged improper action occurred;
17 (b) the Police Chief's office;
18 (c) the Association;
19 (d) the Director of Human Resources.

20 providing, however, that no grievance can be based upon an alleged improper action which occurred prior to
21 thirty (30) calendar days before the submission of the grievance.

22 Second, by considering the grievance at a meeting with such Officer in charge of his/her shift. Such
23 meeting shall be had promptly and in any case within seven (7) calendar days.

24 Third, if the meeting at Second does not satisfactorily dispose of the grievance, by referral to the
25 Chief of Police, such referral to be in writing and to occur within ten (10) calendar days of the meeting
26 referred to in Second. Within fourteen (14) calendar days or receipt of such referral, the Chief of Police shall
27 meet with the aggrieved Officer and a representative of the Association to consider the grievance.

28 Fourth, if the meeting with the Chief does not satisfactorily dispose of the grievance, by referral to
29 the Director of Human Resources within fourteen (14) calendar days of the meeting with the Chief referred
30 to in Third. Promptly thereafter and in any case within twenty (20) calendar days, the Director of Human
31 Resources shall meet with the aggrieved Officer and a designee of the Association to consider the grievance.

1 The Director of Human Resources shall provide a written response within fourteen (14) calendar days of the
2 meeting referenced above.

3 Fifth, if the meeting with the Director of Human Resources does not satisfactorily dispose of the
4 grievance, and if the grievance is one defined as arbitrable, by submission to arbitration by an arbitrator
5 appointed by the Wisconsin Employment Relations Commission, providing however, that the Association
6 makes such submission of the grievance and request for an arbitrator in writing to the Wisconsin
7 Employment Relations Commission within thirty (30) calendar days of the written response referred to in
8 Fourth. A copy of such submission and request shall be sent to the Director of Human Resources and Police
9 Chief.

10 **Section 13.03:** The decision of the arbitrator shall be final and binding. The City and the
11 Association shall share the cost of the arbitrator and a transcript if requested by both parties. Any other
12 expenses, unless mutually agreed to, shall be borne by the party which incurs the expense. The arbitrator
13 shall, in his/her decision, neither add to, detract from nor modify any of the provisions of this Agreement.

14 **Section 13.04:** Steps Second, Third and Fourth of the grievance procedure shall be handled, so far as
15 practicable, at a time when the grievant and the Association representative are off duty. However, if any step
16 of the grievance procedure is set for consideration at a time when the grievant or the Association
17 representative is on duty, the grievant or the Association representative shall be allowed to attend the
18 meeting without loss of pay, providing, however, that the grievant or Association representative shall be
19 subject to immediate recall to duty if the Chief or commanding officer deems an emergency exists. If such
20 recall to duty occurs, the meeting shall be adjourned to a later date.

21 **Section 13.05:** At any step in the grievance procedure, the grievant may elect to be joined by an
22 Association representative. Contrariwise, at any step in the grievance procedure, the designated Association
23 representative may elect not to participate without detriment to the Association position at subsequent steps.

24 **Section 13.06:** Notwithstanding the above provisions, no action involving the discharge, suspension
25 or disciplining of a Police Officer may be the subject of this grievance procedure, each such subject being
26 solely pursuant to Section 62.13(5) of the Wisconsin Statutes.

27 28 **ARTICLE XIV - ASSOCIATION BUSINESS**

29 **Section 14.01 - Fair Share:** Membership in the Association is not compulsory. An employee may
30 join the Association and maintain membership therein consistent with its Constitution and By-laws. No
31 employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty

1 of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever
2 the Commission finds that the Association has denied an employee membership because of race, color, creed
3 or sex.

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

8 The Employer agrees that on two paychecks of every month it will deduct from the earnings of all
9 employees in the collective bargaining unit covered by this Agreement the amount of money certified by the
10 Association as being the monthly dues uniformly required of all employees. Changes in the amount of dues
11 to be deducted shall be certified by the Association thirty (30) days before the effective date of the change.
12 Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

13 The Employer shall not be liable to the Association, employees or any party by reason of the
14 requirements of this Section for the remittance or payment of any sum other than that constituting actual
15 deductions from employees' wages earned.

16 The collective bargaining representative shall indemnify and save the City harmless against any and
17 all claims, demands, suits, orders, judgments or other forms of liability against the City that arise out of the
18 City's compliance with this Fair Share Agreement.

19 The Association agrees to certify to the City only such Fair Share costs as are allowed by law and
20 further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts
21 of competent jurisdiction in this regard. The Association agrees to inform the City of any change in the
22 amount of such Fair Share costs thirty (30) days before the effective date of the change. The Association
23 shall provide employees who are not members of the Association with an internal mechanism within the
24 Association which will allow those employees to challenge the Fair Share amount certified by the
25 Association as the cost of representation and receive, where appropriate, a rebate of any monies determined
26 to have been improperly collected by the Association.

27 **Section 14.02 - Dues Deduction:** In the event that the Fair Share Agreement, as set forth above,
28 does not become effective, or becomes invalid, the Employer agrees to deduct once each month, dues from
29 those employees who individually authorize in writing that such deductions be made. The amounts to be
30 deducted shall be certified to the Employer by the Treasurer of the Association, and the aggregate deductions
31 from all employees shall be forwarded to the Association. Any changes in the amount to be deducted shall be

1 certified to the Employer by the Treasurer of the Union at least thirty (30) days prior to the effective date of
2 such change.

3 **Section 14.03 - Leaves for Association Business:** An Officer may utilize accumulated
4 compensatory overtime, or vacation allowance, for Association business, providing in respect to the use of
5 compensatory overtime or vacation allowance that the Chief shall have previously determined that such
6 absence will not reduce the available force below that required for scheduled work assignments nor below
7 that necessary to cope with the existing situation.

8 For the purpose of Association business only, notwithstanding Section 7.01 of Article VII, vacation
9 allowance may be used in combinations of less than three (3) consecutive workdays.

10 Association business may include and be limited to business meetings, conferences and conventions.
11 An Officer desiring to use accumulated compensatory overtime or vacation allowance for Association
12 business shall make prior application for such use to the Chief.

13 **Section 14.04 - Bargaining and Grievance Meetings:** Officers serving as members of the
14 bargaining or grievance committees of the Association may have leave from duty without deduction from
15 pay, after advance notice to the Chief, and if the Chief determines that such absence from duty will not
16 endanger police protection, to participate in meetings with the City and within the corporate limits of the
17 City.

18 Officers on duty participating in such meetings shall be in readiness for recall and return to active
19 duty upon order.

20 21 **ARTICLE XV – HOURS OF WORK**

22 **Section 15.01 - Hours of Work:** The working schedule for Officers shall be based upon a cycle of
23 four (4) days on - two (2) days off, repeated throughout the year irrespective of the day of the week and
24 whether a Saturday, Sunday or holiday for an average of 38.60 hours a week. The normal workday shall
25 consist of eight (8) hours and fifteen (15) consecutive minutes, without deduction, of thirty (30) minutes for
26 lunch. Lunches may not be consumed in squad cars, but shall be consumed in the Station, at the residence of
27 the Officer, or in that part of public establishments where alcoholic beverages are not served within the City
28 at a time compatible with police requirements, providing, however, that the Officers on the third shift may
29 go outside corporate limits for lunch with the prior approval of the Officer in charge. Officers assigned to
30 the Station for complaint desk duties will not be permitted to eat lunch at their residence, provided that said

1 Officers receive at least twenty-four (24) hours notice that they will be assigned to the Station.

2 Officers, regardless of rank, assigned to the Investigation or the Administrative Division, or any
3 position classified as “specialist” shall work a schedule based upon a cycle of five (5) days on - two (2) days
4 off. This schedule shall be repeated throughout the year irrespective of the day of the week and whether a
5 Saturday, Sunday or holiday for an average of 41.25 hours a week. Each Officer involved in the five (5)
6 days on - two (2) days off group works an additional 2.65 hours per week and will receive 2.65 hours of
7 compensatory time per week which shall be included in the accumulation referred to in Section 3.02. This
8 time shall be used to take off all holidays specified in Section 8.01 if scheduled to work those holidays.

9 Shifts for the patrol division shall start at 6:45 a.m., 2:45 p.m., and 10:45 p.m. For other divisions
10 the starting time shall be fixed by the Chief as circumstances require.

11 **ARTICLE XVI - OTHER CONDITIONS OF EMPLOYMENT**

12 **Section 16.01 - Residence:** Officers shall not be subject to any residency requirements.

13 **Section 16.02 - Application of Length of Service:** In determining eligibility for length of vacations,
14 holiday pay and sick leave, the service of Officers who were employed as a police cadet prior to becoming an
15 Officer shall be the aggregate of service as an Officer and cadet.

16 **Section 16.03 - Discipline:** Discipline shall be in accordance with Wisconsin Statutes.

17 **Section 16.04 - Probation:** An Officer joining the police force shall be on probation for eighteen
18 (18) months following the date of hire. During this probationary period, officers may be terminated by the
19 Chief without recourse.

20 An Officer promoted to a higher rank shall be on probation in such higher rank for one (1) year. If
21 during such probationary period the Chief determines that such Officer does not qualify, the Officer shall
22 have the right to return to his/her former rank without prejudice.

23 **Section 16.05 - Outside Employment:** Officers shall, upon the approval of the Chief, be permitted
24 outside employment which does not impair the police image, and is so scheduled as to allow the Officer to
25 report for duty in a rested condition.

26 **Section 16.06 - Shift Assignments:** The Chief shall determine the number and identity of Officers
27 assigned to each division. Officers having a minimum of two (2) years of service shall be assigned to fixed
28 shifts. The Chief of Police or his designee shall make available to Officers the fixed shift selection process
29 between September 15th and October 15th for the coming year and post the fixed shift assignments no later
30

1 than November 1st. The term of the fixed shift assignment shall be one (1) year in length commencing
2 within one (1) month of February 1st of each year. The two (2) years of non-fixed shift status shall begin
3 with the Officer's date of employment, if the Officer is certified by the State, or two (2) years from the date
4 of completion of a State certified recruit school. The Officer coming off a non-fixed shift status shall select
5 a fixed shift prior to the nearest forthcoming January 1st following completion of these two (2) years on non-
6 fixed shift status.

7 The Chief shall determine the total number of Officers assigned to each shift.

8 The selection of fixed shift assignments shall be on the basis of rank and length of service in such
9 rank. When length of service in rank is identical, the preference shall go to the Officer with the longest
10 continuous length of service in the Department. When the length of service is also identical, preference shall
11 go to the Officer whose position on the eligibility list was higher at the time of employment.

12 The Chief shall determine shift(s) to which the K9 Officers will be assigned. The selection process
13 for K9 shift assignments shall be identical to the process for selection of fixed shift assignments and
14 correspond to the patrol shifts listed in Section 15.01.

15 When a fixed shift assignment becomes available by reason of termination of the employment of
16 the incumbent, or by reason of resignation, reassignment, retirement, death or otherwise, a posting of the
17 vacancy shall be made and Officers shall be given an opportunity to fill the vacancy and all vacancies which
18 follow the initial selection.

19 When the Chief elects to alter the number of Officers assigned to a division or assigned to a shift, at
20 least thirty (30) days notice, unless mutually agreed to otherwise in writing with the Association Board of
21 Directors, shall be given and Officers assigned to the particular division or divisions shall have the right to
22 select a fixed shift, pursuant to the procedure provided herein.

23 The assignment schedule as to shifts of Officers on revolving, non-fixed shifts shall be posted six (6)
24 months prior to the effective date of change. The assignment schedule as to working days on a shift shall be
25 posted for at least thirty (30) days in advance unless mutually agreed to otherwise in writing with the
26 Association Board of Directors.

27 The Chief of Police can, at his/her discretion, reassign any Officer to another shift and/or division for
28 cross training for a period not to exceed four (4) calendar months out of a four (4) year period. The four (4)
29 year period will be determined on an individual basis and will begin the first time an Officer is assigned this
30 training. Officers will be given at least sixty (60) days notice prior to being assigned to cross training.

1 Police or his/her designee. Shift trades must be made sufficiently in advance so as not to impair the
2 operations of the department. Shift trades shall be allowed under the following conditions:

3 A. Request for substitution between employees must be submitted to the shift supervisor. It
4 will be the responsibility of the Officers who utilize the shift trade system to repay the shift trade
5 within twelve (12) months. The City shall keep a record of all shift trades.

6 B. For payroll purposes, the Officer scheduled to work shall be paid for the shift. The employee
7 who agrees to substitute for the scheduled employee's shift shall not be paid for hours worked on that
8 shift, unless overtime is incurred, then the overtime portion of the shift will be paid to the Officer
9 who actually worked the overtime. Shift trades may be repaid in one of two ways. Shift trades may
10 be repaid by:

11 1. The Officer with whom the original trade was made.

12 2. A third Officer who owes the original substituting Officer eight (8) hours of work,
13 thus resulting in Officer A working eight (8) hours for Officer B. Officer B working
14 eight (8) hours for Officer C, and Officer C working eight (8) hours for Officer A.

15 C. In the case of separation from employment of one of the officers involved in a trade, it will be
16 the responsibility of the officer who is leaving the employment of the City to repay any shift trades
17 that are owed and due any officers.

18 19 **ARTICLE XVIX - SAVINGS CLAUSE**

20 **Section 19.01:** Should any term or provision of this Agreement be in conflict with any State or
21 Federal statute or other applicable law or regulation binding upon the City, such law or regulation shall
22 prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full
23 force and effect.

24 25 **ARTICLE XX - TERM**

26 **Section 20.01:** This Agreement shall be in full force and effect from January 1, 2009 to December
27 31, 2011. Upon termination of this agreement, its terms and conditions shall continue on in full force and
28 effect on an interim basis until a succeeding Agreement is executed, provided that it does not exceed three
29 (3) calendar years from the commencement of the agreement. Either party wishing to reopen the agreement
30 shall, in the last year of the agreement on or about September 1st notify the other party in writing of its desire
31 to commence negotiations. The parties shall then select a mutually agreeable date to exchange proposals and
32 commence negotiations.

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AGREEMENT

BETWEEN THE

CITY OF NEW BERLIN

AND THE

**NEW BERLIN PROFESSIONAL POLICE
ASSOCIATION, INC.**



LOCAL 219A

Effective January 1, 2009

Expires December 31, 2011

Final / December 6, 2011

JEG