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AGREEMENT
BETWEEN
THE CITY OF DODGEVILLE
AND
TEAMSTERS UNION LOCAL NO. 695
FOR THE YEARS 2023 THROUGH 2024

THIS AGREEMENT, made and entered into at the City of Dodgeville, Wisconsin, by and between the **CITY OF DODGEVILLE**, a municipal corporation, as municipal Employer, and representative of certain employees who are employed by the City of Dodgeville, in the Police Department.

ARTICLE 1. RECOGNITION

Section 1. The municipal Employer recognizes Teamsters Union Local No. 695 as the exclusive bargaining representative of all employees of the Police Department, excluding the Chief of Police and the Lieutenant, and for the purposes of negotiating in relation to wages, hours and conditions of employment.

ARTICLE 2. DUES DEDUCTIONS

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

Section 2. The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally.

Section 3. The Employer agrees to deduct dues from the earnings of the employees affected by this Agreement and to pay the amount so deducted to the Union as close as possible to the end of the month in which such deduction is made provided that employees have voluntarily agreed to any such deduction.

Section 4. Drive. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE

National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.

ARTICLE 3. STEWARDS

Section 1. The City recognizes the right of the Union to designate a steward and an alternate from the bargaining unit. The City shall be notified of the appointment of the steward as soon as possible. The authority of the steward shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances to the City or the designated representative of the City in accordance with the terms of this Agreement; and
- (b) the transmission of such information and messages which shall originate with, and are authorized by, the Union or its officers.

Section 2. The steward shall be permitted reasonable time to investigate and present grievances on or off City property without loss of time during the regularly scheduled workday providing such activities do not interfere with the operations of the City or the normal duties of the steward.

Section 3. The steward shall be permitted one (1) day with pay per year to attend a seminar conducted by the Union.

ARTICLE 4. UNION REPRESENTATIVES AND BULLETIN BOARD

Section 1. The Business Representative of the Union shall have reasonable access at all times during working hours to the department where employees work. The Business Representative shall not at any time, however, interfere with employees or interrupt their work. The Business Representative shall contact the Chief of Police or designated representative in advance of any visit whenever possible.

Section 2. The Union shall have the right to post notices regarding meetings pertaining to Union affairs in the department where employees work on a bulletin board provided by the City. Any notices or bulletins posted shall comply with applicable laws, rules and regulations of governmental agencies and the provisions of this Agreement.

ARTICLE 5. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as a complaint by an employee as to the meaning or application of this Agreement. Grievances shall be processed according to the following steps.

- (a) The employee or the Union may grieve orally to the Chief of Police within three (3) working days from the time the employee knew or should have known of the event giving rise to the grievance.

- (b) If the grievance is not settled in Step (a), a grievance must be filed in writing with the Chief of Police within ten (10) working days from the time the employee knew or should have known of the events giving rise to the grievance or such grievance shall be barred, unless said time is extended in writing by mutual consent to the parties.
- (c) If the Employer and the Union are unable to adjust the grievance, within ten (10) working days after submission of the written grievance, and unless said time is extended in writing by mutual agreement, then within the next ten (10) working days either party may make a written request (a copy of which shall be delivered to the other party) to the Wisconsin Employment Relations Commission for appointment of an arbitrator pursuant to its rules. Grievances not timely submitted for arbitration as provided above shall be barred even though the parties continue to discuss said grievances after they are barred from arbitration. There may be no waiver of this provision unless it is mutually agreed in writing.
- (d) Any grievance involving monetary liability of the Employer must be submitted within thirty (30) days of the event.

Section 2. The parties shall equally share the expenses of the arbitrator and court reporter, however, a party need not agree to a reporter.

Section 3. It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining questions arising under this Agreement. The arbitrator shall have no authority to modify or change any of the terms of this Agreement or to change existing wage rates or to establish a new wage rate. Each party shall bear the expense of preparing and presenting its own case, including its own attorneys' fees and witness fees.

Section 4. It is understood that any individual employee or group of employees shall have the right at any time to present grievances to the Employer in accordance with the procedures set forth in this Article.

Section 5. The grievance procedure set forth herein shall be the exclusive remedy for any complaint of any employee or the Union as to any matter involving the interpretation or application of this Agreement.

ARTICLE 6. WAGES

Section 1. The salary below shall be effective as follows:

January 1, 2023	Hiring Rate	6 Months	12 Mos. Job Rate
Officer	\$5,092	\$5,243	\$5,399
Sergeant	\$5,480	\$5,562	\$5,645
Assistant Chief/Investigator	\$5,702	\$5,759	\$5,816
January 1, 2024	Hiring Rate	6 Months	12 Mos. Job Rate
Officer	\$5,398	\$5,557	\$5,722
Sergeant	\$5,808	\$5,895	\$5,984
Assistant Chief/Investigator	\$6,044	\$6,104	\$6,165

Section 2. Shift Differential - Effective January 1, 2004, an additional Fifty-Five Cents (55¢) per hour shall be paid for all hours worked between the hours of 6:00 P.M. and 6:00 A.M. Effective January 1, 2005, this shall be increased to Sixty Cents (60¢) per hour and effective January 1, 2006, this shall be increased to Sixty-Five Cents (65¢) per hour. Effective January 1, 2019, this shall be increased to Eighty Cents (80¢) per hour.

Section 3. Overtime - Eligible non-supervisory employees shall be compensated at a rate of time and one-half (1-1/2) based on their current rate of pay for authorized hours worked in excess of the scheduled workday or on scheduled days off. The scheduled workday is eight (8) hours and the scheduled work "week" shall consist of five (5) days on, three (3) days off and six (6) days on, two (2) days off as scheduled by the Chief of Police. Overtime shall be payable for the pay period in which it was earned. At the option of the employee, up to sixteen (16) hours of overtime per month may be taken as compensatory time on a time and one-half (1-1/2) basis. In its discretion, the City shall have the right to exclusively utilize part-time personnel to fill in for such compensatory time.

Shift preference shall be by seniority within the bargaining unit. A minimum of eight (8) hours shall be allowed off duty between shifts. No part-time or supervisory personnel shall perform bargaining unit work unless regular full-time, off duty employees have had an opportunity to perform such work. One phone call per employee shall suffice.

In the case of an emergency or in situations where due to vacations or illness in excess of five (5) days, the Chief, Lieutenant or part-time personnel shall be allowed to perform bargaining unit work, however, the bargaining unit personnel shall have shift preference by seniority.

Usage of part-time employees requires prior notification to and consultation with the bargaining unit Union Steward.

Monthly work scheduled shall be posted a minimum of seven (7) days in advance. Twenty-four (24) hours advance notice shall be required for changes in scheduled shift assignments, except in emergencies.

Section 4. Holidays - All full-time employees shall be granted the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day and three (3) floating holidays. In addition to the employee's normal, regular salary, all employees shall be entitled to, at the employee's option, one and one-half (1-1/2) extra days of compensatory time off at a time mutually agreed upon or pay at one and one-half (1-1/2) times the straight time rate for working on all approved holidays. All holidays accumulated by the employee during a calendar year must be taken in that calendar year or paid for at the straight time rate on the last pay period of that year. Compensatory days off will not be denied unless overtime payments are required to fill vacancies, and said days may be taken off in one (1) day increments with five (5) days notice to the Chief of Police. (The lack of a notice shall not bar time off by mutual agreement.)

To receive holiday pay, an employee must have worked or be on authorized leave with pay, on the days preceding and following the holiday.

If one of the holidays falls on an employee's vacation, the employee shall be granted an additional day of leave to be used as vacation.

Section 5. Funeral Leave - Each full-time employee shall be entitled to three (3) days off with full pay when there is a death in his immediate family. "Immediate" family shall include an employee's spouse, ex-spouse, domestic partner, children, stepchildren, parents, stepparents, spouse's parents, spouse's stepparents, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, spouse's grandparents and grandchildren. One (1) day with pay will be allowed for attendance at funerals of aunts, uncles, nieces, nephews, first cousins, great grandparents and to serve as pallbearer. One (1) day at any time without pay will be allowed for attendance at funerals of the relatives not listed in the preceding sentence(s).

In the event of a death of an employee of the City of Dodgeville Police Department, on-duty officers covered by this Agreement shall be allowed reasonable time off to attend the funeral without loss of pay. A maximum of four (4) hours shall be allowed to attend the funeral without loss of pay. The Chief of Police reserves the right to limit the number of employees allowed time off.

In the event that the above-mentioned funeral leave is insufficient, any employee may, if necessary, use accumulated sick leave days to obtain additional necessary time off.

Section 6. Leave of Absence - By an employee's choice, a leave of absence of up to ninety (90) days without pay may be granted for good reason when approved by the Chief of Police and the Administration and Personnel Committee. Health insurance can be continued during this period provided the employee reimburses the City for the insurance premium.

Section 7. Effective January 1, 2017, the Employer agrees to provide a uniform and equipment allowance of Seven Hundred Fifty Dollars (\$750.00) for new uniformed unit employees and Five Hundred Fifty Dollars (\$550.00) per year for uniformed unit employees. Purchases may include accessory items not otherwise provided by the City and no accessory items may be purchased if required items including, but not limited to, shoes, uniform shirts and pants, belts hats, gloves and jackets are in need of replacement due to condition or age. Purchase shall be of items approved by the Chief of Police and reimbursement shall be by voucher to the Chief of Police. New employees will be entitled to a full uniform allowance for the calendar year of employment, provided that in the next calendar year of employment such employee shall be entitled to only that proportion of the full uniform allowance for experienced employees as the number of days in the calendar year after such employee's date of employment bears to the total number of days in a calendar year. For example, an employee hired October 1, 1974, would receive full new employee uniform allowance in 1974, 25% of a full experienced employee uniform allowance in 1975, and 100% of a full experienced employee uniform allowance in 1976. If an employee quits before serving one (1) year, his or her uniform allowance shall be prorated on the number of months he or she worked.

Section 8. Meal Allowance - All employees shall be entitled to the following meal allowance when work takes them more than five (5) miles from the corporate limits of the City of Dodgeville.

Breakfast	\$20.00
Lunch	\$20.00
Dinner	\$20.00

If meals are included in the registration fee or room rate, corresponding meal allowance will be disallowed.

Section 9. Training Pay – Patrol officers who provide field training to new officers shall receive additional compensation of \$1.00 per hour for up to twelve (12) weeks (or 480 hours) of field training pay per new officer. The additional compensation does not apply to firearms training or any other training.

ARTICLE 7. VACATION

Section 1. All full-time employees shall be granted vacation with pay as follows:

Two (2) weeks after one (1) full year of service, but less than seven (7) full years of service.

Three (3) weeks with more than seven (7) full years of service but less than fifteen (15) full years of service.

Four (4) weeks with fifteen (15) or more years of service but less than twenty (20) years of service.

Five (5) weeks with twenty (20) or more years of service but less than twenty-five (25) years of service.

Six (6) weeks with twenty-five (25) or more years of service.

For purposes of this section, a “week” is seven (7) consecutive calendar days beginning on Monday at 12:01 a.m. and ending at midnight Sunday.

Section 2. Vacation leave shall not be cumulative except that the City Council or its authorized representative may allow earned vacation time to accumulate if an employee gets prior written consent, or if it is determined to be in the best interest of the City. Vacations shall ordinarily be taken within and by the end of the calendar year in which earned except that the first vacation due an employee after his or her first full year of service may be taken within the twelve (12) months immediately following the end of his or her first full year of service. "Years of service" shall be defined as calendar years for purposes of computing vacation eligibility.

Section 3. Employees when separated from City employment, will be compensated at their regular salary for earned and unused vacation accumulated to their credit.

Section 4. Department heads or supervisors shall schedule and authorize all vacations, giving due consideration to seniority rights, the needs of service, and the remaining staff to perform the necessary duties of the department. Vacation requests submitted prior to April 30th of each year shall be assigned by seniority. Requests submitted after April 30th shall be assigned on a first-come first-serve basis, regardless of seniority.

Section 5. In the event vacation time in excess of the weekly amounts described on the schedule set forth in Section 1 above is granted to any other City employees, such additional amounts of vacation time shall also be granted to employees covered by this Agreement at the same time.

ARTICLE 8. INSURANCE

Section 1.

The City shall be a participating employer in the Wisconsin Public Employers' Group Health Insurance program. Full-time employees shall have the option to choose a group health insurance plan from the standard plan and alternative health insurance plans, according to the rules established by the Wisconsin Public Employers' Group Health Insurance Board. Effective January 1, 2017, the Employer agrees to pay the premium for single or family health insurance in the amount of one hundred three percent (103%) of the gross premium of the least costly qualified plan within the service area, but not more than the total premium of the plan selected. Effective January 1, 2018, the Employer agrees to pay the premium for single or family health insurance in the amount of one hundred one percent (101%) of the gross premium of the least costly qualified plan within the service area, but not more than the total premium of the plan selected. Effective December 31, 2018, the Employer agrees to pay the premium for single or family health insurance in the amount of one hundred percent (100%) of the gross premium of the least costly qualified

plan within the service area. Effective January 1, 2019, each employee covered by a family health insurance plan shall contribute forty dollars (\$40.00), and each employee covered by a single health insurance plan shall contribute twenty dollars (\$20.00) per month toward the cost of the plan selected by the employee. Effective January 1, 2023, the Employer agrees to pay the premium for single or family health insurance in the amount of ninety-six percent (96%) of the gross premium of the least costly qualified plan within the service area. Effective January 1, 2024, the Employer agrees to pay the premium for single or family health insurance in the amount of ninety-three percent (93%) of the gross premium of the least costly qualified plan within the service area.

Section 2. A dental plan shall be furnished for all full-time employees and their dependents. The premiums shall be paid by the Employer. If the dental plan permits participation by part-time employees, part-time employees may participate in the dental plan at their own cost.

Section 3. The City will provide State Life Insurance, including the supplemental plan and the additional plan. The City shall pay the premiums for the basic plan. Employees who enroll in the optional supplemental or additional plans shall pay the premiums for such additional coverage.

Section 4. Upon proof of expenditure, the City will reimburse unit employees and their dependents for incurred expenses related to vision care and eyeglasses (including laser eye surgery) on a 100% basis up to a maximum of Three Hundred Seventy-Five Dollars (\$375.00) per employee family per calendar year. Up to Three Hundred Seventy-Five Dollars (\$375.00) of the annual amount not used may be carried over into the next year, for a maximum of Seven Hundred Fifty Dollars (\$750.00).

Section 5. The City will provide access to a Cafeteria Plan/Flexible Spending Account Plan that complies with the requirements of §125 of the Internal Revenue Code and that is administered through a third-party plan administrator selected by the City provided that the cost of initiating and maintaining such a plan or plans is reasonable. The City, with the cooperation of the Union, shall make reasonable efforts to locate a Plan and plan administrator. Access to any Plan shall be governed by the Plan documents approved by the City and by federal law.

The City may, in its sole discretion, authorize the plan administrator to modify available menu items under either Plan or establish or modify contribution limits at any time during the term of this Agreement provided that any notice required by federal law is provided to Plan participants and the Union prior to any modification. Prior to implementing any plan modification that is not mandated by law, the City and the Union shall meet and confer regarding any such proposed modification. Plan administration fees, except to the extent that overpayments to Flexible Spending Accounts revert to the City and may be used to offset the cost of administration, shall be paid by the City.

Employees agree, to the extent allowed by law, to indemnify and hold harmless the City, its officers, agents and employees, individually and collectively, and the Union, its officers, agents and employees, against any and all claims, tax consequences, suits or other forms of liability arising out of their election to participate (including level of participation) or not participate in the Plan.

In the event any plan provided for under this section requires minimum participation (e.g., a minimum of 50% of the eligible employees must participate) and the minimum participation level is not reached or participation falls below the minimum required to maintain the plan, the City may cancel the plan upon reasonable notice to the Union in a manner consistent with federal law.

Section 6. The City will provide group long-term and/or short-term disability insurance plans, provided that the cost to the City of initiating and maintaining such a plan or plans is nominal. Employees shall pay all premiums for either or both plans. The City, with the cooperation of the Union, shall make reasonable efforts to locate such a plan or plans.

ARTICLE 9. RETIREMENT

Section 1. The Employer and employees, commencing July 1, 2014, shall contribute the following toward each employee’s share of contributions to the Wisconsin Retirement System:

DATE	Employer’s Share	Employee’s Share
7/1/14 to 12/31/14	Remaining employee’s share	5.0%
1/1/15 and thereafter	Remaining employee’s share (i.e. amount above general employee contribution)	Same as general employees

ARTICLE 10. HEALTH AND FITNESS

Section 1. The City shall require one (1) physical exam per year by all employees. The cost of such exam is covered by the City's health insurance policy.

ARTICLE 11. SICK LEAVE

Section 1. All full-time employees shall earn and shall be granted sick leave with pay at the rate of twelve (12) days per year, accumulative to one hundred fifty (150) days for purposes of health insurance premiums upon retirement. Unlimited sick leave may accumulate for use by the employee only during employment.

Section 2. In order to be granted sick leave with pay, the department head or supervisor or employee must adhere to the following:

- (a) Report reason for absence from work promptly.
- (b) Keep Employer informed on one's condition.
- (c) Permit Employer to make such medical inquiry or visit as he may determine necessary.
- (d) Submit medical certificate for any absence of more than three (3) working days certifying as to inability to work.

Section 3. When an insufficient sick leave balance remains to cover the absence of an employee, the remainder shall be charged either to accumulated vacation or leave without pay, at the employee's option.

Section 4. When an employee is on paid sick leave the accrual of sick leave and vacation leave benefits shall continue during the period of convalescence. Employees shall be allowed to use sick leave if they become ill while on vacation. (A doctor's certificate or other evidence to support this sickness is required.) The value of any unused sick leave (based on the hourly wage at the time of separation) upon separation from the City may be used to continue coverage under the City's health insurance until such time as the value is used up in premium charges.

Section 5. Willful misuse of sick leave or the willful making of false reports regarding illness shall subject the employee to disciplinary action and shall be considered just cause for suspension, demotion or discharge.

Section 6. Employees' accumulated sick leave credits shall be posted annually. Upon the retirement or death of an employee, the employee or the estate thereof, shall be provided continuing participation in the City's health plan, on the same basis as that of current employees. Payment of the premium and the deductible costs will be made by a conversion of the then current value of an employee's accrued sick days. [After exhaustion of the accrued sick days, participating employees and their estates may continue in the program by paying the full cost of the insurance premium and the deductible costs. In lieu of the above, a retiring employee may elect to receive payment for accumulated sick leave as a lump sum cash payment equal to sixty-five percent (65%) of the value of the accumulated sick leave. A terminating employee shall receive payment for accumulated sick leave as a lump sum cash payment equal to thirty percent (30%) of the value of the accumulated sick leave.] The parties shall continue to negotiate mutually acceptable language to replace the bracketed language for the purpose of avoiding adverse tax consequences to the parties and retiring employees.

Section 7. Worker's Compensation - Employees eligible for Worker's Compensation benefits shall be entitled to receive the Worker's Compensation benefit and be paid the difference between their regular pay based upon a normal workweek and the Worker's Compensation benefit with the City paying the employee a supplement that equals the cash differential between the Worker's Compensation and regular pay. Such supplemental payments shall be made by the City for a maximum of two (2) years, after which time employees who remain eligible for Worker's Compensation benefits shall be allowed to exercise one of the following options:

- 1) Receive the Worker's Compensation benefit with no deduction from accumulated sick leave; or
- 2) Receive the Worker's Compensation benefit and be paid the difference between their regular pay based upon a normal workweek and the Worker's Compensation benefit with the City charging the employee's sick leave account with a number of hours that equal the cash differential between the Worker's Compensation and regular pay.

ARTICLE 12. MISCELLANEOUS

Section 1. Employees required to go to Court other than during their regular shift shall be guaranteed a minimum of two (2) hours at time and one-half (1-1/2). Required court appearances shall include those which are the result of duties performed as a convenience to agencies other than the Dodgeville Police Department, and including appearances as witness. For court trips outside Dodgeville, employees shall be allowed to use a squad car or shall be paid mileage at Thirty Cents (30¢) per mile, or the prevailing IRS rate, whichever is greater. A minimum of two (2) hours at time and one-half (1-1/2), shall be granted to an employee who is requested to report outside of his regular schedule of hours or who reports to work as scheduled and is sent home.

Section 2. Employees may trade days off by agreement upon twenty-four (24) hours notice to the Chief of Police.

Section 3. Such weapons, ammunition, leather goods and handcuffs as are prescribed by the Chief of Police shall be paid for by the Employer. Only prescribed equipment will be carried except other equipment approved by the Chief of Police, but not required by the Chief of Police, may be carried at the officer's expense. Second chance vests or their equivalent shall be furnished for the employees to be used on duty at the employee's option.

Section 4. Employees shall be paid bi-weekly on Fridays unless Friday is a holiday, in which case they will be paid on the last working day preceding same. Payroll periods end two (2) working days preceding the bi-weekly pay day. All time cards should be in the City Hall at 9:00 a.m. so that personnel has two (2) full days to prepare the payroll.

Section 5. The City shall provide for each employee a minimum of six hundred (600) rounds of practice ammunition per year.

Section 6. Patrolmen residing within the City limits of Dodgeville shall be picked up for duty at their place of residence.

Section 7. Existing benefits and practices which are mandatory subjects of bargaining shall be maintained at not less than the highest minimum levels in effect prior to the term of this Agreement.

Section 8. Longevity. Employees must have completed three (3) full years of employment by December 1st to receive their first longevity bonus payment. To be eligible an employee must have completed the required number of years of employment prior to or during the year in which payment is to be made.

The longevity bonus will be paid each year to eligible employees by separate check on the payday closest to the 1st of December. The longevity bonus payment shall be computed on the following basis: Thirty Dollars (\$30.00) for each year of service. Partial longevity bonus payments shall be made to employees who terminate their employment during the year, provided they have previously qualified for such payments.

Section 9. Payroll Savings Plan. Employees shall have the option of enrolling in a payroll savings plan on January 1st or July 1st of any year. The City agrees to make optional payroll deductions on a monthly basis in the amounts so designated by participating employees and to once per month remit such deductions to a single financial institution of the Union's choice. Employees who enroll in the payroll savings plan shall be allowed to adjust the amount of their payroll deduction with notice to the City Clerk on January 1st or July 1st of any year.

Section 10. Lateral Hires. The City shall have the option, in the event of a vacancy, to offer and provide a new employee who has law enforcement experience with up to the following wages or benefits upon hire:

- 1) Job rate wages
- 2) Vacation time commensurate with the employee's total full-time law enforcement employment
- 3) Accumulated sick leave credit commensurate with the employee's total full-time law enforcement employment

Nothing in this section shall be construed to affect the seniority provisions of this contract or the seniority rights of current employees.

ARTICLE 13. DISCIPLINE AND DISCHARGE

Section 1. Employees shall not be disciplined, suspended, demoted or discharged without just cause. Written notice containing charges of misconduct and the date, time and place of hearing held pursuant to Section 62.13 (6m) of the Wisconsin Statutes and Section 1.31 of the Dodgeville Municipal Code shall be served upon the employee ten (10) days prior to the hearing. Any dismissal must be sustained by a majority vote of the Police and Fire Commission. A copy of the hearing notice shall be delivered to the Union.

ARTICLE 14. SAVINGS CLAUSE

Section 1. If any Article of this Agreement or any additions thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of Article or Section should be enjoined or restricted by such tribunal, the remainder of this Agreement and amendments thereto shall not be affected thereby, and the parties hereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory replacement for such Article or Section.

ARTICLE 15. OTHER AGREEMENTS

Section 1. The City agrees not to enter into any other agreement, written or verbal, with the members of the Police Department, individually or collectively, which in any way conflicts with the provisions of this Agreement.

ARTICLE 16. SENIORITY

Section 1. Seniority shall be defined as length of service within recognized bargaining unit positions plus such additional time as is required or granted for vacations, leave of absence, illness or accidents. Seniority shall apply to layoffs, recalls and all other terms and conditions of employment as contained in this Agreement.

Section 2. Any employee promoted or transferred by the City to a non-bargaining unit position shall maintain his or her bargaining unit seniority for a period not to exceed one (1) year.

ARTICLE 17. CONTINUING EDUCATION

Section 1. Upon approval of the Chief of Police and the City Council, the City shall reimburse all or part of the cost of education expenses incurred by employees for education which, in the opinion of the Chief of Police, is reasonably job-related. Upon completion of an approved course of education, the employee shall be reimbursed by the City for all or such part of the cost of tuition, books, materials, travel and related expenses as have been approved by the City Council.

If an employee voluntarily leaves the City, the employee will be required to pay back to the City a percentage of the City's tuition reimbursement paid in the last twenty-four (24) months prior to resignation as follows:

- 1.** One Hundred Percent (100%) of tuition reimbursement paid in the most recent twelve (12) month period prior to resignation; and
- 2.** Fifty Percent (50%) of tuition reimbursement paid during the twelve (12) month period which immediately preceded the most recent twelve (12) month period prior to resignation.

Any tuition that must be repaid to the City shall be deducted from the employee's final pay. To facilitate the deduction from final pay, any employee approved by the City for tuition reimbursement must sign the Deduction Authorization form attached to this policy. Any additional remaining amount must be paid immediately, or no later than six (6) months from termination date.

The City will not duplicate payments for educational expenses supported by sources outside the City, including but not limited to, Veterans' benefits payable for education, scholarships and tuition discounts.

ARTICLE 18. TERMINATION

Section 1. This Agreement shall become effective as of January 1, 2023, and shall remain in full force and effect until and including December 31, 2024, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to July 1, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2023.

CITY OF DODGEVILLE

TEAMSTERS UNION LOCAL NO. 695

Todd D. Novak, Mayor

Larry Wedan, Business Representative

Lauree Aulik, Clerk

Jerron Wetter, Union Steward

DRAFT

MEMORANDUM OF AGREEMENT

between the

CITY OF DODGEVILLE

and the

TEAMSTERS UNION LOCAL NO. 695

The City of Dodgeville (hereinafter referred to as the “City”) and Teamsters Union Local No. 695 (hereinafter referred to as the “Union”) have reached the following memorandum of agreement regarding the employment of part-time police officers.

1. The parties have negotiated a successor collective bargaining agreement to the 2021-22 Agreement. The 2023-24 collective bargaining agreement recognizes only full-time officers as bargaining unit members.
2. The parties have agreed to include part-time officers as bargaining unit members for the term of this Agreement under the following terms and conditions:
 - a. In the event the City decides to hire a part-time officer or part-time officers, said officer(s) shall be placed in the regular schedule rotation to the extent practicable. Said officers generally shall work an average of 20 hours per week in 8-hour blocks. However, the Chief or Lieutenant may assign shifts or work to part-time officers based on service demands or officer safety considerations. The hiring of such officer or officers shall not result in modifications to the current practice of making overtime available on a seniority basis to full-time officers.
 - b. Part-time officers shall be paid the same wage as is paid to full-time officers (including shift differential) at the hiring rate. However, the 6-month rate shall be effective only after 12 months of part-time employment and job rate shall be effective only after 24 months of part-time employment. Part-time officers shall not be deemed to have completed probation until they have worked 2000 hours and shall not be entitled to overtime pay unless they work more than 40 hours in a week.
 - c. Part-time officers may participate in the City’s insurance programs at their own cost if they meet the minimum eligibility requirements of each insurer for participation in that insurer’s plan.
 - d. Part-time officers shall be entitled to paid sick leave in the amount of six (6) days per year accumulative to a maximum of thirty (30) days. In the event a part-time officer becomes a full-time bargaining unit member, the days shall be credited to the accumulation provided for under Article 11 of the collective bargaining agreement.

3. The City retains the right to use casual employees to the extent that it currently employs part-time employees. Where the collective bargaining agreement refers to “part-time” employees, the reference to “part-time” shall be deemed a reference to “casual.”
4. Any person hired pursuant to this Memorandum of Agreement may pay Union dues commencing on his or her 31st day of employment.
5. The City and Union agree that this memorandum of agreement does not obligate either of them to enter into similar agreements in the future nor does this agreement establish a precedent of any kind whatsoever. This Agreement shall sunset on the termination date of the collective bargaining agreement to which this Agreement is attached. This agreement shall not be cited as precedent or evidence of any *status quo* by either party in any interest arbitration proceedings, negotiations, grievance arbitration proceedings, prohibited practice proceedings, during any contract hiatus while a successor agreement is being negotiated or in any other context.

CITY OF DODGEVILLE

TEAMSTERS UNION LOCAL NO. 695

Todd D. Novak, Mayor

Larry Wedan, Business Representative

Lauree Aulik, Clerk

Jerron Wetter, Union Steward

MEMORANDUM OF AGREEMENT #2

between the

CITY OF DODGEVILLE

and the

TEAMSTERS UNION LOCAL NO. 695

The City of Dodgeville (hereinafter referred to as the “City”) and Teamsters Union Local No. 695 (hereinafter referred to as the “Union”) have reached the following memorandum of agreement regarding disability and other insurance/benefit plans available through AFLAC.

1. The parties have negotiated a collective bargaining agreement for 2023 through 2024. The collective bargaining agreement, at ARTICLE 9, Section 6, states that the City will provide group long-term and/or short-term disability insurance plans, provided that the cost to the City of initiating and maintaining such a plan or plans is nominal and that employees shall pay all premiums for either or both plans.
2. The parties have agreed to work with AFLAC for the purpose of providing access to disability insurance plans and such other benefit plans as the City, in its exclusive discretion, may elect to offer through AFLAC.
3. For the term of the 2023 through 2024 collective bargaining agreement, the parties have agreed that the City shall contribute the sum of \$500.00 per year for full time officers and \$250 per year for part time officers toward the premiums for any benefit plan that is offered by the City and selected by such officers through AFLAC.
4. The City’s premium contributions shall be paid to the benefit provider on a per month basis (up to \$41.67 per month for full time officers and \$20.83 per month for part time officers) upon the enrollment of an officer in one or more benefit plans. In the event an officer ceases participating in the benefit program, the City’s obligation under this Agreement to pay any portion of such officer’s premium shall terminate. If the City pays premiums on behalf of an officer after such officer terminated participation in the benefit plan, the officer shall reimburse the City within thirty (30) days after such premiums are paid for any premiums paid on the officer’s behalf after the officer’s termination of participation in the plan.
5. The City shall consult with its § 125 plan administrator for the purpose of enabling officers who participate in the AFLAC insurance program to pay their share of benefit plan premiums on a pre-tax basis, where practical and permissible. Nothing in this agreement shall be construed to constitute tax advice and participating officers understand and agree that they are solely responsible for any taxes and tax consequences that may be incurred as a result of participation in the benefit program described herein.

6. The benefit plans offered through the City shall at all times be subject to termination by the City in the event that the rules, regulations and participation requirements of the benefit provider are not met. The City shall provide the Union with as much notice as is practical under the circumstances of changes in the availability of one or more plans.
7. The City and Union agree that this Memorandum of Agreement does not obligate either of them to enter into similar agreements in the future nor does this agreement establish a precedent of any kind whatsoever. This Agreement shall sunset on the termination date of the collective bargaining agreement to which this Agreement is attached. This agreement shall not be cited as precedent or evidence of any *status quo* by either party in any interest arbitration proceedings, negotiations, grievance arbitration proceedings, prohibited practice proceedings, during any contract hiatus while a successor agreement is being negotiated or in any other context.

Dated _____

Dated _____

CITY OF DODGEVILLE

TEAMSTERS UNION LOCAL NO. 695

Todd D. Novak, Mayor

Larry Wedan, Business Representative

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