

Agreement between the

CITY OF MAUSTON

and the

MAUSTON PROFESSIONAL POLICE ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

~~2023 - 2024 - 2025~~ 2026 - 2027 - 2028

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2 **AGREEMENT**

3 This Agreement is made and entered into by and between the City of Mauston,
4 Wisconsin, hereinafter referred to as the “City” or “Employer” and the Mauston Professional
5 Police Association, hereinafter referred to as the “Association”.

6 **PREAMBLE**

7 Both parties to this Agreement are desirous of reaching an amicable understanding with
8 respect to the employee-employer relationship and enter into an Agreement covering wages,
9 hours and conditions of employment.

10 **ARTICLE 1 - RECOGNITION**

11 The City recognizes the Wisconsin Professional Police Association as the sole and
12 exclusive bargaining representative for all full-time enforcement personnel of the City of
13 Mauston Police Department with the power of arrest, including detectives and patrolmen, but
14 excluding supervisory, confidential, managerial and executive employees for the purpose of
15 collective bargaining on the questions of wages, hours and conditions of employment.

16 **ARTICLE 2 - MANAGEMENT RIGHTS**

17 Section 1: Except as expressly and precisely provided in this Agreement, the
18 management of the Police Department and direction of the working forces shall remain vested
19 exclusively in the Employer. Such management and direction shall include all rights inherent in
20 the authority of the Employer, including among others, rights to hire, recall, transfer, promote
21 and to relieve

employees from duty because of lack of work or for any other reason. The Employer shall have the right to discipline or discharge for just cause. Further, the Employer shall have exclusive prerogatives with respect to promulgation of reasonable work rules, classification of occupations and employees, assignments or work including temporary assignments.

Section 2: The Association and the employees, individually and collectively by their approval and consent to this Agreement, do hereby accept, acknowledge and affirm the rights of the Employer as reserved and expressed in this Article and elsewhere in this Agreement, and they thereby do assent thereto, and agree not to interfere with, abridge, nor attempt to interfere with, any of the prerogatives of the Employer with respect to the operation, management and direction of the Police Department. Nothing herein contained shall divest the Association of any of its rights under Wisconsin Statutes 111.70, as amended.

ARTICLE 3 – DUES DEDUCTION

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

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

1 Authorization of dues deduction by a member may be revoked upon notice in writing to
2 the Employer, WPPA or to the Local Association and with the understanding that the deduction
3 will cease as reasonably as practical after receipt of written notice of revocation.

4 No employee shall be required to join the Association, but membership in the
5 Association shall be made available to all employees in the bargaining unit who apply
6 consistently with either the WPPA or local Association Constitution and By-Laws. The
7 Employer agrees to notify the WPPA office in Madison in writing of the name of any new hire
8 into the bargaining unit. No employee shall be denied membership because of race, creed, color,
9 sex or other legally protected class status.

10 It is expressly understood and agreed that WPPA/LEER will refund to the Employer or
11 the employee involved, any dues erroneously deducted by the employer and paid to
12 WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the
13 Employer harmless against any and all third-party claims, demands, suits, order, judgments or
14 any other forms of liability against or incurred by the Employer, including all costs of defense
15 and attorney's fees, which may arise out of Employer's compliance with this Article.

16 **ARTICLE 4 - GRIEVANCE PROCEDURE**

17 Section 1: For the purpose of this Agreement, the term "grievance" means a dispute
18 between the Employer and an employee within the bargaining unit or the Employer and the
19 Association relating to the interpretation or application of this Agreement.

20 Section 2 - Subject Matter: Only one subject matter shall be covered in any one
21 grievance. A written grievance shall contain the name and position of the grievant, a clear
22 statement of the grievance, the issue involved, the provision(s) of the Agreement involved, the

1 relief sought, the date the matter being grieved took place, the signature of the grievant and the
2 date.

3 Section 3 - Time Limitations: If it is impossible to comply with the time limitations
4 specified in the grievance procedure because of work schedules, illness, vacations or other good
5 cause, these limitations may be extended by mutual consent of the parties in writing.

6 Section 4 - Settlement of Grievances: Any grievance shall be considered settled at the
7 conclusion of any step in the procedure if all parties concerned are mutually satisfied.

8 Dissatisfaction is implied in timely recourse from one step to the next. Failure to process a
9 grievance within the timelines specified shall render the grievance non-arbitral.

10 Section 5 - Representation: During any phase of the grievance procedure, the grievant
11 shall be entitled to such representation as he/she deems necessary. Any person(s) selected by
12 the grievant may be present and participate in the proceedings during any step of the grievance
13 procedure. Except as defined under Section 7 - Arbitration, the grievant and such employee
14 representatives shall be in a non-pay status.

15 Section 6 - Steps in Procedure:

16 Step 1: The grievant shall orally explain the grievance to the Chief of Police
17 within fifteen (15) calendar days after he/she knew, or should have known, of the event
18 giving rise to the grievance. The Chief of Police shall orally inform the grievant of
19 his/her decision within five (5) calendar days. Failure of the Chief of Police to respond
20 shall be considered a denial of the grievance. In the event of a grievance, the employee
21 shall perform his/her assigned work task and grieve his/her complaint later.

22 Step 2: If the grievance is not settled at the FIRST STEP, the grievant may
23 submit a written grievance to the Police and Fire Commission (or Personnel Committee

1 if there is no Police and Fire Commission) within fifteen (15) calendar days after the
2 response of the Chief of Police in STEP 1. The Police and Fire Commission (or
3 Personnel Committee) shall meet and confer with the grievant within thirty (30) calendar
4 days after receipt of written grievance. The Police and Fire Commission (or Personnel
5 Committee) shall respond, in writing, within ten (10) calendar days of said conference.
6 Failure of the Police and Fire Commission (or Personnel Committee) to respond shall be
7 considered a denial of the grievance.

8 Section 7 - Arbitration:

9 1. Time Limit: If the grievance is not settled in STEP 2, the grievant or
10 his/her representative in order to proceed to arbitration shall, within fifteen (15) calendar
11 days after the conclusion of STEP 2, notify the Police and Fire Commission in writing of
12 any intent to process the grievance to arbitration.

13 2. Selection of Arbitrator: If the grievance is not settled in STEP 2, above,
14 the grievance may be submitted to arbitration by requesting, in writing, with notice to
15 the Chief of Police and the Police and Fire Commission within fifteen (15) calendar days
16 after the conclusion of STEP 2, the Wisconsin Employment Relations Commission
17 (WERC) to appoint a particular member of its staff as sole arbitrator. To determine the
18 particular arbitrator to be requested in a given case, there shall exist a panel of available
19 such staff members, previously agreed upon by the parties, from which the parties shall
20 select. The parties shall alternately strike names from said panel until one name remains.
21 The party to strike first shall be determined by the toss of a coin. The name remaining
22 after the exercise of strikes shall be the selected arbitrator and the WERC shall be so
23 notified as indicated above.

1 3. Arbitration Hearing: The Arbitrator appointed shall meet with the parties
2 at a mutually agreeable date to review the evidence and hear testimony relating to the
3 grievance. The Arbitrator shall have no right to add to or subtract from the specific
4 provisions of this Agreement. The decision of the Arbitrator shall be limited to the
5 subject matter of the grievance. Upon completion of this review and hearing, the
6 Arbitrator shall render a written decision which shall be final and binding upon both
7 parties.

8 4. Costs: Both parties shall share equally the costs and expenses of the
9 arbitration proceedings, including transcript fees and fees, if any, of the Arbitrator. Each
10 party, however, shall bear its own costs for witnesses and all other out-of-pocket
11 expenses, including possible attorney's fees. Testimony or other participation by
12 employees shall be limited to three (3) bargaining unit employees at one time and shall
13 not be paid by the City, except, if an employee involved is regularly scheduled to work
14 during the arbitration proceedings, he/she shall be paid his/her regular wages for such
15 time.

16 **ARTICLE 5 - ASSOCIATION ACTIVITY**

17 Section 1: A bulletin board shall be provided by the City for the Association's use. Such
18 bulletin board shall only be used for the posting of official Association notices.

19 Section 2: The Association shall be allowed to use the Police Department squad room
20 for Association meetings to conduct Association business. Such use will be at reasonable times
21 and on a reasonable use basis. The Chief of Police will be given reasonable prior notice of
22 when such meetings will be held.

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- a. An employee quits or retires;
- b. An employee is discharged for just cause;
- c. An employee is laid off for a period of more than two (2) years without being recalled by the City. For those employees hired after January 1, 1996, if an employee is laid off for a period equal to his/her length of service, not to exceed two (2) years;

ARTICLE 7 - LAYOFF AND RECALL

Section 2: The name of an employee who is laid off shall be left on an eligible re-employment list for a period of two (2) years after date of such layoff. For those employees after January 1, 1996, the name of the employee who is laid off shall be left on an eligible employment list for a period equal to his/her length of service, not to exceed two (2) years. If a vacancy occurs, or if the number of employees is increased, in the department, such vacancy or new position shall be filled by persons on such list in the inverse order of the layoff in the order of seniority of the employees on the list, provided the employees on layoff are qualified to perform all required duties of the position.

1 Section 3: Employees shall be given a minimum of two (2) calendar weeks notice prior
2 to layoff and an employee shall give the Employer two (2) calendar weeks notice prior to
3 resignation.

4 **ARTICLE 8 - CLASSIFICATION**

5 Section 1: Wages, hours and conditions of employment of any newly created work
6 classification which is an appropriate part of the bargaining unit shall be subject to negotiations
7 between the Association and the Employer.

8 **ARTICLE 9 - JOB POSTING**

9 Section 1: Whenever a vacancy occurs and the Employer determines it will fill the
10 vacancy, or a new classification is established, it shall be posted on the Association bulletin
11 board for a period of seven (7) calendar days prior to the filling of such vacancy or new
12 position. Existing employees shall be given first opportunity to fill the vacancy or new position
13 according to their ability and qualifications.

14 Section 2: Only those applicants who meet the prerequisites for the position will be
15 considered. The employee selected by the Employer to fill the vacancy shall serve a ninety (90)
16 day trial period during which time the employee may be returned to his/her prior position if
17 found unqualified to fill the new position. The employee may also elect to return to his/her
18 prior position within the ninety (90) day probationary period.

19 Section 3: -New hire officers offered employment by the City may be eligible for lateral
20 entry benefits if they are: a) Currently employed as a full-time law enforcement officer; or b)
21 Certified as a law enforcement officer in the State of Wisconsin or have the ability to obtain
22 certification as set forth by the Wisconsin Training and Standards Bureau. New hire employees

may be placed at a wage step of up to the post-probationary rate established in Appendix A of the collective bargaining agreement. New hire employees may be granted vacation benefits consistent with their years of service. It is understood that this service credit will play no role ~~is in~~ establishing department seniority in any other circumstances that might utilize seniority as a determining factor. It will merely determine their wage and vacation accrual rate upon hire.

ARTICLE 10 - HOURS

Section 1 - Schedule: In any change in shift assignments, the employees shall be given fourteen (14) calendar days notice prior to the change except in the case of an emergency. Emergency shall be defined as a serious situation or occurrence that happens unexpectedly and demands immediate action.

Section 2 – Schedule: Employees shall either work a schedule that shall consist of two days on-duty, two days off-duty, three days on-duty, two days off-duty, two days on-duty, three days off-duty (2-2, 3-2, 2-3), or shall work a schedule that shall consist of four days on-duty, three days off-duty (4-3). Both schedules shall be based on 2,080 annual work hours. A work day shall consist of either twelve (12) hours or eight (8) hours on an established shift. Employees shall annually pick shifts, by seniority, by December 1 of each calendar year for the following year's schedule.

Section 3 - Exchange of Shifts: Employees, by making application to the Chief of Police or his/her designee, shall be permitted to exchange shifts, provided such change shall not require the Chief of Police to pay overtime rates. The Chief of Police or designee shall not unreasonably refuse such a shift exchange request.

1 **ARTICLE 11 - PAY PERIODS AND PAYDAYS**

2 Section 1: Employees shall be paid bi-weekly. Effective the first pay period of January
3 2009, the bi-weekly payroll shall be done by Direct Deposit for all employees.

4 **ARTICLE 12 - OVERTIME**

5 Section 1: Employees shall be paid at the rate of time and one-half (1-1/2) for all time
6 worked, as required by the Chief of Police, in excess of the normal work week. Payment for
7 overtime shall be included on an employee's regular paycheck.

8 Section 2: Officers have been overlapping their shifts by fifteen minutes in order to
9 provide the officer coming onto the shift information relevant to the performance of his duties.
10 The parties have agreed that this fifteen-minute overlap will be paid as straight time.

11 Section 3: The Postings/Call-Outs for the filling of vacant shift shall comply with the
12 following provisions for utilization of bargaining unit members (full-time employees) and non-
13 bargaining unit members (part-time employees):

14 More Than Seventy-Two (72) Hours Notice Of Vacant Shift: Full-time officers
15 and part-time officers may sign up for any open shift(s). Full-time officers may elect to
16 bump part-time officers and less senior full-time officers. Any full-time officer electing
17 to bump a part-time officer or less senior full-time officer shall indicate such on the
18 Posting/Call-Out form, and shall notify the bumped officer(s) himself/herself. Full-time
19 officers may sign up to work a full (12 hour) or partial (4 hour increments) shift block;
20 however, if electing to only sign up for a partial shift, it shall be that officer's
21 responsibility to notify any affected/bumped officer(s) himself/herself.

22 Seventy-Two (72) Hours Or Less Notice Of Open Shift: Whoever is signed up,
23 pursuant to the Posting/Call-Out procedure, to work an open shift within seventy-two

1 (72) hours or less prior to the start of the shift, shall be responsible for the shift and
2 cannot be bumped. *Notification for purposes of Posting/Call-Out, shall include, but
3 not be limited to, the Chief or his/her designee (or in the absence of the Chief ~~or~~
4 ~~Lieutenant~~, a bargaining unit member) leaving appropriate voice messages on employee
5 home answering machines and cellular telephones with voice mail accounts.

6 Regardless of the foregoing, when any employee is working regular, non-
7 overtime hours and an emergency situation arises during those hours (e.g., emergency
8 detentions, custody arrests, mutual aid, investigations), that employee should be allowed
9 to complete the tasks associated with that situation, even if doing so would result in that
10 employee working overtime hours arising after the end of his or her regularly scheduled
11 hours.

12 Section 4 - Compensatory Time: Employees, at their option, may accumulate up to
13 thirty-two (32) hours of overtime in a compensatory time bank. [This converts to forty-eight
14 (48) hours of compensatory time.] An employee's right to accumulate overtime for
15 compensatory time purposes shall be suspended when the bank is full, but an employee who
16 takes compensatory time off will be permitted to accumulate up to the maximum (rolling bank).

17 Employees who wish to use compensatory time must file a request with the Chief and
18 provide at least three (3) days notice. Compensatory time off shall be subject to the discretion of
19 the Chief with regard to labor needs and the available workforce. The Chief may, but is not
20 required, to fill shifts with part-time officers.

21 Compensatory time cannot be used until accrued.

22 Compensatory time shall be used in no less than four (4) hour increments.

1 Unused accumulated Compensatory time shall be paid out on the last paycheck of the
2 calendar year.

3 **ARTICLE 13 - WAGES**

4 Section 1: Wages shall be paid as listed on APPENDIX A, as attached hereto and made a
5 part hereof. If an error is contained in an employee's paycheck and said error is in the amount of
6 \$5.00 or more, a correction will be made by separate check or direct deposit within 24 hours of
7 notice of the error, or by other mutually agreed upon means in writing.

8 **ARTICLE 14 - LONGEVITY**

9 Section 1: Employees shall receive longevity pay, in addition to their regular wages, in
10 the amount of \$2.75 per month for each year of continuous employment. Such longevity pay
11 shall be paid in one lump sum, on a separate check, the first payday in December of each year.
12 If an employee terminates his/her employment during the contract year, he/she shall receive
13 prorated longevity pay based on the portion of the 12 months he/she has worked at the time of
14 termination. Longevity payments shall begin to accrue-after the first year of employment.

15 **ARTICLE 15 - CALL-IN PAY/COURT TIME**

16 Section 1- Call-in Pay: An employee who is ordered to report for duty at a time other
17 than his/her regular scheduled hours of work, by the Chief of Police or his/her designee, shall be
18 compensated a minimum of two (2) hours at time and one-half (1½) for so doing.

19 Section 2 - Court Time: Other than during his/her regular scheduled hours of work and
20 except in civil cases not related to civil arrests, an employee who is required to make court
21 appearances or is subpoenaed to any administrative hearing as a result of his/her duties as a
22 police officer for the City of Mauston, shall be compensated at a minimum of two (2) hours at

1 time and one-half (1½) for time so spent. Such court time minimum compensation shall also
2 apply to required conferences with the City or District Attorneys, as well as any training or
3 departmental meetings at which employee attendance is mandatory, which occur outside the
4 employee's normal work schedule. Additionally, if an employee is not notified of the
5 cancellation of a scheduled court appearance by 8:00 a.m. on the day of the scheduled
6 appearance, that employee shall be entitled to the two (2) hour minimum time and one-half
7 court time pay mentioned above regardless of whether or not the employee actually appears.

8 **ARTICLE 16 - UNIFORM ALLOWANCE**

9 Section 1: All new employees shall receive ~~four hundred dollars (\$400.00)~~ four hundred
10 fifty dollars (\$450.00) for their initial uniform allowance. The annual uniform allowance
11 thereafter will be ~~eight hundred dollars (\$800.00)~~ nine hundred dollars (\$900) per year paid
12 during the first pay period in January. If an officer terminates his/her employment during the
13 year, the clothing allowance shall be prorated according to the number of months worked in that
14 year and said prorated amount will be deducted from the final paycheck. Uniform allowance, to
15 the extent allowed by law, shall not be subject to withholding, and shall be paid to the
16 employees in a separate check from their regular payroll check.

17 **ARTICLE 17 - LUNCH PERIOD/COFFEE BREAKS**

18 Section 1: Employees shall be entitled to take time from their normal duties, not to
19 exceed thirty (30) minutes, to eat a meal. Employees shall continue to receive their regular
20 hourly rate of pay while on such meal break, however, while on such meal break an employee
21 shall be on duty and subject to call.

Section 2: Employees shall be allowed to take two (2) fifteen (15) minute coffee breaks or one (1) thirty (30) minute coffee break during each shift. While on such breaks, said employee shall be on duty and subject to call. Coffee breaks not taken for whatever reason shall not accumulate for use at other times.

ARTICLE 18 - HOLIDAYS

Section 1: There shall be nine (9) paid holidays for employees covered by this Agreement. The holidays shall be: New Year's Day, Presidents' Day, Easter Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, and Christmas Day. ~~Effective January 1, 1997, employees shall receive one (1) floating holiday in addition to the holidays set forth above, for a total of ten (10) paid holidays.~~

Section 2: Employees shall receive holiday pay for the holidays listed in Section 1 of this Article as follows:

a. Each employee shall receive eight (8) hours of pay at his/her regular hourly rate of pay for each holiday whether worked or not.

b. In addition to the holiday pay defined in Section 2 (a) of this Article, employees required to work on a holiday shall receive one and one-half (1½) times their regular hourly rate of pay for all hours worked on such holiday.

c. If any holiday occurs during an employee's vacation period, the employee will not be charged vacation leave for such day.

Section 3: Employees shall receive one (1) floating holiday in addition to the holidays set forth in Section 1 of this article. The floating holiday shall be taken for one day off, either eight (8) hours or twelve (12) hours, consistent with the employees' established shift. An employee shall not receive additional holiday pay for the floating holiday. An employee who

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1 uses the floating holiday during an eight (8) hour shift (either due to their established shift, or by
2 choice) will not be eligible to use the remaining four (4) hours. The floating holiday must be
3 taken prior to the end of the calendar year.

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4 ARTICLE 19 - VACATION

5 Section 1: Vacation eligibility shall be determined by using the anniversary date
6 for all employees. In general vacation will, at minimum, meet these parameters:

- 7 • During the first (1) year of continuous employment, employees shall accrue up to
8 forty (40) hours. *(3.34 hours per month)*
- 9 • After the first (1) year of continuous employment, employees shall accrue
10 eighty (80) hours each year. *(6.67 hours per month)*
- 11 • After the fifth (5) year of continuous employment, employees shall accrue one
12 hundred twenty (120) hours each year. *(10 hours per month)*
- 13 • After the tenth (10) year of continuous employment, employees shall accrue one
14 hundred sixty (160) hours each year. *(13.34 hours per month)*
- 15 • After the fifteenth (15) year of continuous employment, employees shall accrue one
16 hundred eighty (180) hours each year. *(15.00 hours per month)*
- 17 • After the twentieth (20) year of continuous employment, employees shall accrue two
18 hundred (200) hours each year. *(16.67 hours per month)*

19 Accrual of vacation will be distributed on a monthly basis. The maximum accumulation
20 of vacation shall not exceed the employee's total annual accrual plus forty (40) hours. Although
21 vacation accrual begins the first of the month following the date of hire, introductory employees
22 are not eligible to use vacation until they have completed six (6) months of the twelve (12)
23 month introductory period.

Section 2: In order to be eligible for vacation under the above, the employee must make arrangements with his/her supervisor at least thirty (30) days in advance in order that work schedules can be arranged. Provided that if an employee wishes to schedule two consecutive vacation days or less, then there shall be one (1) week's notice to the employee's supervisor.

Section 3: Employees who resign or otherwise terminate their employment shall be paid for any accumulated vacation time as well as any prorated credit for subsequent vacation. In the event of an employee's death, such vacation pay shall be paid to the employee's beneficiary or next of kin.

ARTICLE 20 - SICK LEAVE

Section 1: Each full-time employee shall accumulate sick leave at the rate of eight (8) hours per month of employment. The maximum accumulation of sick leave shall be nine hundred sixty (960) hours.

Section 2 - Rules for Administration of Sick Leave:

- a. To qualify for sick leave, an employee must report that he/she is sick at least two (2) hours prior to his/her regular starting time.
- b. An employee shall be paid while on sick leave at his/her regular hourly rate of pay for the same number of hours he/she would normally have worked.
- c. Sick leave will be granted for the following:
 1. An employee receives medical, dental or optical examination or treatment.
 2. An employee is incapable of performing his/her duties due to sickness, injury or pregnancy.

1 3. An employee is caring for a spouse and/or child(ren) due to
2 illness or injury.

3 4. Personal Time – Employees may use sick leave, without
4 restriction, for a maximum of twenty-four (24) hours per year. Employees shall
5 provide a minimum notice of at least three (3) days to the Chief or his/her
6 designee to use personal time. Personal time shall be used in no less than four (4)
7 hour increments.

8 d. Sick leave cannot be used until earned.

9 e. Employees shall be allowed to use sick leave if they become ill while on
10 vacation, provided, however, a doctor's certificate to support the sickness shall be
11 required.

12 f. The Chief of Police may require a doctor's certification of illness for
13 absences of longer than three (3) consecutive days.

14 g. While an employee is on sick leave, the accrual of sick leave benefits
15 shall continue during such period of sick leave.

16 h. When insufficient sick leave balance remains to cover the absence of an
17 employee, the remainder of the necessary sick leave may be charged to accumulated
18 vacation or leave without pay at the employee's option, provided the employee provides
19 a medical certificate explaining the illness and estimated duration.

20 Section 3: Once an employee reaches the maximum allowable accumulation of sick
21 leave credits, he/she shall receive additional compensation for sick leave credits that would have
22 been earned had there been no limit on accumulation. Such additional compensation shall be as
23 follows:

1 a. If an employee has been employed for more than ten (10) years, but less
2 than twenty (20) years, he/she shall be paid at the rate of one-half (½) of his/her regular
3 hourly rate of pay for sick leave credits earned in excess of the allowable accumulation.

4 b. If an employee has been employed for twenty (20) years or more, he/she
5 shall be paid at his/her regular hourly rate of pay for sick leave credits earned in excess
6 of the allowable accumulation.

7 c. Such payments will be made in the first pay period in January.

8 Section 4 - Severance Pay:

9 a. Upon retirement, total disability, non-line of duty death or voluntary
10 termination of an employee after five (5) years of employment, the employee or his/her
11 beneficiary (in case of non-line of duty death) shall be paid twenty-five percent (25%) of
12 accumulated sick leave credits as severance pay. Payment shall be at the employee's
13 current hourly rate of pay. For each additional full year of service after 5 years of
14 employment, the employee or his/her beneficiary (in the case of non-line of duty death)
15 will receive an additional five-percent (5%) of accumulated sick leave credits until
16 reaching a maximum payment of 100% after 20 years of service.

17 a.b. In the event of a death during a line of duty activity, the employee's
18 beneficiary shall be paid one hundred percent (100%) of the employee's accumulated
19 sick leave credits, not dependent on the employee's years of service.

20 **ARTICLE 21 - FUNERAL LEAVE**

21 Section 1: All employees shall receive three (3) days of funeral leave with full pay for
22 the death of a spouse, child, father, mother, sister, brother, mother-in-law, father-in-law,
23 grandparents and grandparents-in-law. Funeral leave, if taken by the employee, must be taken

1 within a five (5) day period consisting of the two (2) regular working days immediately
2 preceding and the two (2) regular working days immediately following the funeral, or such
3 funeral leave shall be forfeited. The employee must give the Chief of Police or his/her designee
4 24 hours advance notice of the need to take leave or the leave will be forfeited. The employee
5 must attend the funeral or the leave shall be forfeited.

6 Section 2: All employees shall receive one (1) day funeral leave with full pay for the
7 death of a relative not listed in Section 1, above, as far removed as first cousins.

8 Section 3: All employees shall receive one (1) day funeral leave with full pay when
9 attending a funeral as a pallbearer, and also shall receive one (1) day funeral leave with full pay
10 when attending a military funeral as a participant. Such attendance (pallbearer and military
11 funeral participant) shall be limited to three (3) times total per calendar year.

12 **ARTICLE 22 - MILITARY LEAVE**

13 Section 1: All full-time employees are eligible to receive military leave if they are a
14 member of a military service. Employees who are members of military service shall be granted
15 a non-paid leave of absence for their annual two (2) week tour of duty.

16 Section 2: Employees drafted or ordered into military service shall be entitled to return
17 to their former position at the current rate of pay with no loss in seniority and benefits, provided
18 said employee returns to work within ninety (90) days after discharge from mandatory service.
19 Seniority shall accrue while in the service on active duty.

20 **ARTICLE 23 - LEAVE OF ABSENCE**

21 Section 1: Application for leave of absence must be in writing and shall be made to the
22 Chief of Police or his/her designee. The granting of such leaves and the length of time for such

1 leaves shall be contingent upon the reasons for the request. The Chief of Police may grant
2 leaves of absence of fourteen (14) calendar days or less without further authorization. Leaves of
3 absence for more than fourteen (14) calendar days shall be discussed with the Chief of Police or
4 his/her designee who shall present such request to the Police and Fire Commission with or
5 without a recommendation. The employee shall be notified by the Chief of Police or his/her
6 designee of the date of the presentation to the Police and Fire Commission. All leaves of
7 absence under this Agreement shall be without pay. Fringe benefits and seniority shall accrue
8 for the first fourteen (14) days of a personal leave of absence. For a period of more than
9 fourteen (14) days fringe benefits and seniority shall not accrue. A leave of absence may not be
10 granted for taking of other employment.

11 Section 2: The City's contribution towards health insurance premiums shall continue to
12 be paid by the City for the month the leave commences if the employee worked for at least
13 ten (10) working days during the month. If the time worked is less than ten (10) working days,
14 the City shall not pay any of the premium. An employee on a leave of absence may elect to
15 continue with the City's health insurance program, provided that, the employee pays the full
16 insurance premium.

17 Section 3: A period of up to but not more than six (6) months shall be granted as leave
18 of absence due to personal illness or for disability due to injury whether work related or not
19 work related, provided, a physician's certificate is furnished from time to time to substantiate the
20 need for continuing the leave. Additional time may be extended in such cases by mutual
21 consent of the employee and the Police and Fire Commission.

22 Seniority shall continue to accrue during leaves of absence for personal illness and/or
23 disability due to non-work related injury for a period of up to six (6) months.

ARTICLE 24 - RETIREMENT

Section 1: Employees shall be participants in the State of Wisconsin Retirement Fund (WRS).

Section 2: The City agrees to pay the employer's contribution to the WRS fund in the manner and amount set forth by the WRS.

Section 3: Employees will pay the employee contribution to the WRS fund in the manner and amount as set forth by the WRS.

1 b. Optical and Dental Insurance: The City shall provide optical and dental
2 insurance, the level of benefits of which shall remain at least equal to those benefits
3 which were in effect on January 1, 1986, to all eligible employees. The City shall pay
4 one hundred percent (100%) of the premium for employee single coverage and seventy-
5 five percent (75%) of the difference between single premium and family for family
6 coverage. The City shall have the right to change insurance carriers at the option of the
7 City. The City shall be responsible for any and all deductibles specified by the
8 insurance carrier except the employee shall be responsible for the deductible applicable
9 to dental coverage.

10 Section 2: Employees who retire shall be allowed to remain under the health program
11 provided by the Employer until they are eligible for Medicare. The retiree shall pay the full
12 premium cost to the Employer on or before the first of every month.

13 Section 3 – Worker’s Compensation: The Employer shall provide employees with
14 Worker's Compensation at the Employer's expense. Employees absent due to injury or illness
15 covered by Worker's Compensation Statutes shall receive the difference between the Worker's
16 Compensation and their regular wage for the period absent from work due to such on-the-job
17 injury or illness for the period in which Worker’s Compensation is paid to such employees, and
18 also, for such absences in which the duration is three days or less. This provision is intended to
19 relate solely to temporary total disability or temporary partial disability as those terms are used
20 in connection with the administration of the Worker’s Compensation laws. The maximum
21 period in which the pay differential is required shall be equal to the employee's accumulated
22 sick leave. Time covered by this section shall not be charged to sick leave.

1 **ARTICLE 26 - PROBATION**

2 Section 1: All newly hired employees shall serve a one (1) year probationary period
3 which may be extended by the employer for an additional sixty (60) days. Notice of any such
4 extension shall be given to the affected employee prior to the expiration of the initial
5 probationary period. During said probationary period, employees shall not obtain any seniority
6 rights and shall be subject to dismissal without cause or prior notice or recourse to the grievance
7 procedure. If still employed after such probationary period, their seniority shall date from the
8 first day of hire.

9 Section 2: An employee who successfully completes his/her probationary period shall
10 accumulate sick leave, holiday and vacation benefits from his/her first day of hire, and will
11 receive insurance benefits as soon as permitted by the insurance carrier. Health insurance
12 coverage and paid holidays are made available to employees following completion of thirty (30)
13 days of employment. All employees shall be permitted use of sick leave after ninety (90) days
14 of employment.

15 **ARTICLE 27 - RULES AND REGULATIONS**

16 Section 1: The Chief of Police shall provide each employee with a copy of any new or
17 amended rules, regulations, or policies, ten days in advance of their inception; such notice is not
18 required in the case of an emergency.

19 **ARTICLE 28 - TRAINING**

20 Section 1: Whenever an employee is required by the Employer to attend training
21 sessions, workshops or law enforcement conferences, time so spent by the employee shall be
22 considered part of his/her normal work schedule. Any employee directed and required by the

1 Employer to use his/her personal vehicle for such purpose shall be paid the current per mile
2 reimbursement rate in effect for the State of Wisconsin employees. If attendance at such
3 sessions or any duties assigned by the City requires that an employee be away from the City

4 during normal meal times, the employee shall be reimbursed at the current General Services
5 Administration (GSA) federal per diem rates ([https://www.gsa.gov/travel/plan-book/per-diem-](https://www.gsa.gov/travel/plan-book/per-diem-rates)
6 rates). "Normal meal times" in this article refers to the following times:

7 Breakfast: Employee leaves the City before 6:00AM

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8 Lunch: Employee leaves the City before 10:00AM and returns to the City after 2:00PM.

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9 Supper: Employee returns to the City after 7:00PM

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10 ~~as follows:~~

Breakfast: up to fifteen dollars (\$15.00) if the employee leaves the City
before 6:00 AM.

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Lunch: up to sixteen dollars (\$16.00) if the employee leaves the City
before 10:00 AM and returns to the City after 2:00 PM.

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Supper: up to twenty nine dollars (\$29.00) if the employee returns
to the City after 7:00 PM.

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11 The employee shall supply the Employer with a receipt for the cost of his/her meal(s) as
12 a prerequisite to ~~obtaining~~obtain such reimbursement. If the Employer is eligible for
13 reimbursement through the Department of Justice or other program sponsor at a rate higher than
14 shown above, the employee's meal allowance shall be equal to the amount for which the City is
15 eligible for reimbursement.

1 Section 2: If the Employer requires the employee to be out of the City overnight, the
2 employee shall be reimbursed one hundred percent (100%) of his/her lodging expense upon
3 presentment of a voucher for such expense to the City.

4 **ARTICLE 29 - NON-DISCRIMINATION**

5 Section 1: The City and the Association shall comply with federal and state law as to
6 nondiscriminatory employment.

7 **ARTICLE 30 - RESIDENCY**

8 Section 1: Employees will be allowed to live within a geographic area which shall be
9 defined as residing ~~in Juneau County~~ within ~~twenty (20)~~ thirty (30) miles of the Mauston city
10 limits. If the Wisconsin Statutes are modified to permit a more favorable residency rule, such
11 statute shall apply to this Labor Agreement without further action from the parties to this
12 Agreement.

13 **ARTICLE 31 - SAVINGS CLAUSE**

14 Section 1: If any Article or Section of this Agreement or any additions thereto should be
15 held invalid by operation of law or by any executive, legislative, administrative or judicial
16 action or if compliance with or enforcement of any Article or Section should be enjoined or
17 restrained by such operation of law or executive, legislative, administrative or judicial action,
18 the remainder of this Agreement and amendments thereto shall not be affected thereby, and the
19 parties hereto shall enter into immediate collective bargaining negotiations for the purpose of
20 arriving at a mutually satisfactory replacement for such Article or Section.

1 **ARTICLE 32 - MEMORANDUM OF AGREEMENT**

2 Section 1: This Agreement may not be amended except by the mutual consent of the
3 parties in writing. This Agreement is not intended and shall not be construed as a waiver of any
4 right or benefit to which employees are entitled by law.

5 **ARTICLE 33 - JURY DUTY**

6 Section 1: The City shall reimburse an employee who is required to serve as a juror
7 during the employee's normal work shift the difference between the jury duty pay, exclusive of
8 mileage reimbursement, and the employee's normal hourly rate of pay. When released from jury
9 duty, the employee shall, as soon as practical, return to work to complete the scheduled
10 workday. The employee shall notify his/her supervisor when called for and released from jury
11 duty. The shift for employees on jury duty shall be covered at the discretion of the Chief of
12 Police.

13 **ARTICLE 34 - DURATION OF AGREEMENT**

14 Section 1: This Agreement shall become effective January 1, ~~2023~~ 2026, and shall
15 remain in full force and effect up to and including December 31, ~~2024~~ 2028.

16 Section 2: Negotiations for any changes in this Agreement shall be consistent with the
17 following schedule: Written notice must be given by either party of an intent to bargain at no
18 later than September 1 of the year of expiration of this Agreement.

19 Section 3: This Agreement shall remain in full force and effect until a new Agreement is
20 signed. This provision does not provide for the retroactivity of any modification of this
21 Agreement, as any retroactive improvement or modification remain bargainable subjects

Dated this _____ day of _____, ~~2022~~ 2025.

CITY OF MAUSTON

MPPA AND WPPA/ LEER

~~Dennis Nielsen~~ Darryl Teske
Mayor

Adam Noe
MPPA President



~~Randall D. Reeg~~ Daron J. Haugh
City Administrator

~~Michael Baekus~~ Kyle Roder
WPPA ~~Representative~~ Business Agent

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APPENDIX A - WAGES

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2023/2024/2025 - 2026 / 2027 / 2028 MAUSTON POLICE DEPARTMENT WAGES

CLASSIFICATION

PER HOUR

EFFECTIVE JANUARY 1, 2023-2026 (CPI + 1.5% = 4.2% increase)

Patrol Officer

(Start)

\$25.24 plus CPI* plus 2.0% \$32.29

(After 6 months)

\$26.83 plus CPI* plus 2.0% \$34.32

(After Probation)

\$29.29 plus CPI* plus 2.0% \$37.47

Detective

Post-probation wage plus \$2.50

\$3.00

EFFECTIVE JANUARY 1, 2024-2027 (CPI + 1.5%, not below 3.0% or above 4.5% total)

Patrol Officer

(Start)

2023-2026 rate plus CPI* plus 1.5%

(After 6 months)

2023-2026 rate plus CPI* plus 1.5%

(After Probation)

2023-2026 rate plus CPI* plus 1.5%

Detective

Post-probation wage plus \$3.00

EFFECTIVE JANUARY 1, 2025-2028 (CPI + 1.5%, not below 3.0% or above 4.5% total)

Patrol Officer

(Start)

2024-2027 rate plus CPI* plus 1.5%

(After 6 months)

2024-2027 rate plus CPI* plus 1.5%

(After Probation)

2024-2027 rate plus CPI* plus 1.5%

Detective

Post-probation wage plus \$3.00

*CPI for this purpose will be the value certified to the City of Mauston by the Wisconsin DOR in September for the period ending August 31, and by which the subsequent years allowable expenditure increases are based. This Agreement sets a minimum increase of 3.0% and a maximum increase of 4.5% for each year of the Agreement.

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1. Hours: The normal work hours for the Police School Liaison Officer shall be a regular eight (8) hour workday commencing from 7:30 AM to 3:30 PM, Monday through Friday, with Saturday and Sunday off. These hours may be modified as reasonably requested by the school. These hours also may be placed on a flexible schedule when the Police School Liaison Officer is required to attend school board meetings, sporting events and dances.

2. Pay: The Police School Liaison Officer shall be paid at the rate of one (1) year Patrol Officer rate of pay.

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- a. The City will attempt to cover the shift(s) first by following the procedure in Article XII - Overtime, Section 2.
- b. The City will attempt to cover the shift(s) using part-time officers.
- c. The City will then order in the officers working the two shifts adjacent to the vacant shift(s) to extend their shifts to cover for the vacant shift [six (6) hours extended, six (6) hours early]. If extending the shifts creates an undue hardship [*i.e.*, one or both of the adjacent shifts already have worked eighteen (18) hours], the City may order the off-duty officer(s) to cover the vacant shift. The least senior qualified officer available in a reverse rotation (least senior to most) will be ordered in to work the vacant shift. The City agrees to make every reasonable effort to avoid working employees more than twenty-four (24) consecutive hours.
- d. The parties recognize that the Chief ~~and/or the Lieutenant~~ may choose to cover a shift after step “a” above by working it himself/herself.
- e. The intent of this procedure is to maximize the chances of the person requesting the time off to get the time off and to provide a rapid response to time off requests. The parties agree that the employees will be notified if the time off request is approved at least two weeks prior to the requests for time off.

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\$4000 annually in 2023-2025 will be distributed as follows, half will be deposited as wages into the handlers bank/check on the first pay date following January 1st of each year of the agreement, and on the first pay date following July 1 of each year of the agreement another half will be deposited into the wages of the handler. Since the pay is advanced at the beginning of each 6 month period, if the handler ceases to perform the duties of the handler before the 6 month period is up, the remaining prorated amount will be deducted from his/her next pay check, unless the K-9 is retired, dies, or is taken out of duty.

The normal work hours for the K-9 handler/officer will be mutually agreed upon between the K-9 handler/officer and Police Chief in writing.

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1. Selection for this position shall be determined as outlined in Article 9 of the current collective bargaining agreement with prerequisites for this position outlined in the job description.
2. Hours: The normal work hours for the detective will be mutually agreed upon between the Detective and Police Chief in writing.
3. The detective will be paid in accordance with the wage established in Appendix A.
4. All other provisions of the Collective Bargaining Agreement will apply to the detective position.
5. The detective may voluntarily sign up for open overtime patrol shifts not filled by a patrol officer. The detective shall not be subject to be ordered to fill patrol shifts and shall have no bumping rights over less senior personnel.
6. The detective's patrol seniority freezes at the time of assignment. If the detective wishes to return to patrol there must be a willing and qualified officer approved by the Chief to replace the outgoing detective. The outgoing detective will fill the newly vacated patrol position for the remainder of the year. Patrol seniority will resume at the years of service accumulated at the time he/she left.
7. This agreement shall remain in effect through the duration of the current bargaining agreement.