

**AGREEMENT**

**Between**

**CITY OF WATERTOWN**

**AND**

**LABOR ASSOCIATION OF WISCONSIN**

**(POLICE CONTRACT)**

**January 1, 2024 – December 31, 2025**

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## **AGREEMENT**

This Agreement is entered into by and between the **CITY OF WATERTOWN**, hereinafter referred to as the "Employer", and the LABOR ASSOCIATION OF **WISCONSIN**, hereinafter referred to as the "Association".

### **ARTICLE I - PURPOSE**

**Section 1.01**: It is the purpose of this Agreement and the desire of both parties thereto to protect and promote the interests of the general public to whom the parties provide service, to maintain harmonious labor relations, to obtain a complete agreement covering wages, hours of work, and conditions of employment, to provide for the well-being of the employees, and to allow the Employer to operate and manage its affairs as efficiently and flexibly as possible.

### **ARTICLE II - MANAGEMENT RIGHTS**

**Section 2.01**: The Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Employer has not specifically abridged, delegated, or modified by other provisions of this Agreement are retained as the exclusive prerogatives of the Employer. Such powers and authority, in general, include, but are not limited to the following:

- A. To determine its general business practices and policies and to utilize personnel, methods, and means efficiently and flexibly.
- B. To manage and direct the employees of the Employer, to make assignments of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee and to determine the competence and qualifications of the employees.
- C. To determine the methods, means, and personnel by which and the location where the operations of the Employer are to be conducted.
- D. To take whatever action may be necessary in situations of emergency.
- E. To utilize temporary, provisional, part-time, or seasonal employees when deemed necessary.

- F. To hire, promote, transfer and lay off employees and to make promotions to supervisory positions.
- G. To suspend, demote, or discharge employees.
- H. To establish or alter the numbers of shifts, hours of work, work schedules, methods, or processes.
- I. To schedule overtime work when required.
- J. To create new positions or departments; to introduce new or improved operations or work practices; to terminate or modify existing positions, departments, operations, or work practices; and to consolidate existing positions, departments, or operations.
- K. To make and alter rules and regulations for the conduct of its business and of its employees.

### **ARTICLE III - RECOGNITION**

**Section 3.01:** The Employer hereby recognizes the Association as the exclusive bargaining agent for the regular full-time employees of the Watertown Police Department having the power of arrest, excluding all supervisory, confidential, managerial, and executive employees of the Watertown Police Department and all other employees of the City of Watertown.

### **ARTICLE IV - ASSOCIATION ACTIVITY**

**Section 4.01:** No Association meeting shall be attended by employees while on duty, unless permission to do so has been granted by the Police Chief or his representative.

**Section 4.02:** No Association business shall be conducted by employees while on duty except as follows: Authorized representatives of the Association shall be allowed to process grievances in accordance with the procedures outlined in this Agreement and to engage in certain routine business such as posting of Association notices and bulletins, provided they have received permission to do so in advance from their Bureau commander. The Association agrees to conduct such business off the job as much as possible. The Association shall furnish the names of its officers or other designated representatives to the Employer.

## **ARTICLE V - SALARIES**

**Section 5.01:** Salaries shall be paid as listed on Appendix A, attached hereto and made a part hereof, on a bi-weekly basis.

## **ARTICLE VI - LONGEVITY**

**Section 6.01:** Employees shall receive, in addition to their salaries, the following annual amounts which shall be payable on the first pay period in December of each year in a separate check:

After eight (8) years of continuous service with the Employer:	\$175.50
After twelve (12) years of continuous service with the Employer:	\$351.00
After sixteen (16) years of continuous service with the Employer:	\$526.50

In the year in which an employee reaches the above levels, the payout shall be prorated.

**Section 6.02:** Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave of absence exceeds sixty (60) consecutive calendar days.

**Section 6.03:** Payments under this Article shall not be used in computing hourly rates.

## **ARTICLE VII - WORKING HOURS/OVERTIME**

**Section 7.01:** All employees, except as provided in Section 7.02, shall work an average forty-five (45) hour workweek on an annual basis. The usual working day for such employees shall not be more than nine (9) hours and shall include a thirty (30) minute paid lunch period during which time the employees shall remain on call. The usual work schedule of such employees shall alternate on a regular basis between five (5) days of work with three (3) days off. Any overtime work, i.e., work performed in excess of the regularly scheduled workweek or workday, except as provided in Section 7.03, shall be paid for in cash at the rate of time and one-half (1½) the employee's regular straight-time rate. Each shift shall have an overlap of at least thirty (30) minutes which allows employees fifteen (15) minutes at the beginning of their shift to change into their uniform and fifteen (15) minutes at the end of their shift to change out of their uniform.

Effective January 1, 1997, all personnel working the 5-2 schedule shall receive three (3) additional paid days off.

**Section 7.02:** Employees assigned to a forty (40) hour per week, eight (8) hour per day, Monday through Friday work schedule, shall receive overtime pay for work performed in excess of the normal regularly scheduled workweek or working day, and, except as provided in Section 7.03, overtime shall be paid for in cash at the rate of time and one-half (1½) the employee's regular straight-time rate.

**Section 7.03:** All employees may take overtime hours in the form of cash at one and one-half (1½) times the employee's regular rate or in the form of compensatory time off at the rate of one and one-half (1½) hours times the overtime hours worked. Compensatory time off may be accumulated to a maximum of ninety (90) hours. When an employee accumulates ninety (90) hours of compensatory time off, no further compensatory time may be accumulated and any additional overtime will be paid in cash. Unused compensatory time can be carried over from year to year. Use of compensatory time off will be at the City's discretion and denial of same will not be subject to the Grievance Procedure. Upon retirement, resignation, or dismissal, the employee will be paid in cash for the balance of his or her compensatory time. Accumulated compensatory time off (up to a maximum of thirty-six (36) hours per year) may be converted to cash on December 1st of each year payable in the first payroll period thereafter. This payout shall be on a separate check.

**Section 7.04:** It is the policy of the Employer to avoid the necessity of overtime. No overtime work shall be performed without the approval of the Police Chief or the shift supervisor and the Employer shall not incur any obligation for unauthorized overtime worked. Employees shall be required to work overtime when requested by the Police Chief or shift supervisor. An employee called in for overtime work on a day he is scheduled to work shall be allowed to work his full scheduled shift that day.

**Section 7.05:** Employees working overtime involving court appearances will receive a minimum of three (3) hours' pay, provided that if the court appearance is scheduled within one (1) hour of the start or finish of the employee's assigned shift, the employee shall receive overtime based upon actual time worked. Employees working overtime involving training will receive a minimum of one (1) hour for such overtime. The above minimums shall not apply to such overtime work that is consecutively prior to or subsequent to an employee's scheduled shift hours. If court is cancelled with less than twelve (12) hours' notice Employees shall still receive three (3) hours' pay.

**Section 7.06:** Employees on special assignments, including, but not limited to, DARE Program, school liaison, and Drug Task Force, may, at the request of the City and subject to their individual agreement, vary their hours of work and work schedule as required. No employee shall be disciplined for failure to agree to such a requested change.

**Section 7.07:** Any employee assigned to a Field Training Officer (FTO) position shall receive a Three Dollars (\$3.00) per hour increase in his compensation for that period of time during which he is performing such assignment.

**Section 7.08:** During the term of this Agreement, the Employer may allow shift trades at its discretion pursuant to Chapter 22.1.1.

#### **ARTICLE VIII - UNIFORM ALLOWANCE**

**Section 8.01:** Employees shall be paid an annual clothing allowance in the amount of Eight Hundred Dollars (\$800.00), provided, however, that new employees shall not be eligible for the annual clothing allowance during the first twelve (12) months of employment, but shall, after completing the first twelve (12) months, receive a pro rata amount of the annual clothing allowance equal to the number of months remaining in that calendar year. In the event an employee who has received his clothing allowance terminates his employment with the Employer at any time during that calendar year, he shall have deducted from his final paycheck a pro rata amount of the annual clothing allowance equal to the number of months remaining in that calendar year subsequent to his termination. Clothing allowance checks will be issued separately from normal payroll checks. The City shall contribute Eight Hundred Dollars (\$800.00) for a new ballistic vest every five (5) years for employees.

**Section 8.02:** New employees shall receive the sum of Eight Hundred Dollars (\$800.00) as and for an initial clothing allowance during the first month of employment. In the event a new employee who has received his initial clothing allowance terminates his employment within his first year of employment, he shall have deducted from his final paycheck a pro rata amount of his initial clothing allowance equal to the number of months remaining in such first year subsequent to his termination.

**Section 8.03:** Upon the written approval of the Chief, whose determination to approve or not approve will be final, the City will pay for all officers' items that are necessary for the performance of their duty as required by the City and for other items that may be approved by the Chief which are damaged or destroyed while on duty except those items covered by the City's insurance. If payment for such items is made by the City and at some later date due to court action or by other means an award for damages is made directly to the officer, such award is to be turned over to the City only up to the amount paid by the City.

#### **ARTICLE IX - VACATIONS**

**Section 9.01:** Employees shall be entitled to the following annual vacations in accordance with their continuous service with the Employer:

After 6 months of continuous service 45 hours (to use prior to 1 year)

After 1 year of continuous service 90 hours

After 3 years of continuous service 108 hours

After 5 years of continuous service 117 hours

After 7 years of continuous service 135 hours

After 10 years of continuous service 153 hours

After 12 years of continuous service 162 hours

After 14 years of continuous service 180 hours

After 17 years of continuous service 198 hours

After 19 years of continuous service 207 hours

After 21 years of continuous service 225 hours

After 23 years of continuous service 234 hours

After 25 years of continuous service 243 hours

After 27 years of continuous service 252 hours

After 29 years of continuous service 261 hours



**Section 9.02:** Vacation schedules, including the number of employees able to be on vacation at the same time, shall be approved by the Police Chief or his representative.

**Section 9.03:** Vacations must be taken in the year in which they accrue or they shall be considered lost. Up to one (1) weeks' vacation may be carried over until March 31<sup>st</sup> of the following year with the prior written approval of the Chief. The grant or denial of approval shall be at the sole discretion of the Chief. Carried over vacation time will not be scheduled until employees are allowed to exercise current year preferences.

**Section 9.04:** Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave of absence exceeds sixty (60) consecutive calendar days.

#### **ARTICLE X - HOLIDAYS**

**Section 10.01:** Employees shall be granted one hundred and eight (108) hours off with pay at a time mutually agreed upon between the employee and the Police Chief or his representative in lieu of the following holidays:

- |                     |                               |
|---------------------|-------------------------------|
| a) New Year's Day   | g) Veterans Day               |
| b) Good Friday      | h) Thanksgiving Day           |
| c) Patriots Day     | i) Day after Thanksgiving Day |
| d) Memorial Day     | j) Christmas Eve Day          |
| e) Independence Day | k) Christmas Day              |
| f) Labor Day        | l) New Year's Eve Day         |

**Section 10.02:** The above holidays are listed for the purpose of determining the accrual of holidays. In the event an employee takes such holiday time off before the holiday occurs (as established by state statutes) and terminates his employment prior to the date of the holiday, pay for such advance time off shall be deducted from his final paycheck.

**Section 10.03:** All holiday time off must be taken within the calendar year or it will be considered as lost.

## **ARTICLE XI - PENSION**

**Section 11.01:** Employees shall be covered under the State of Wisconsin Retirement Fund in accordance with Chapter 40 of the Wisconsin Statutes. Effective January 1, 2015 employees shall pay the employee required pension contribution, based upon a contribution rate established each year by the Department of Employee Trust Funds.

## **ARTICLE XII – HEALTH AND WELFARE/PENSION**

### **Section 12.01:**

(a) The City shall pay ninety percent (90%) of the lowest premium available from a plan provider whose services are readily and substantially accessible to the City of Watertown.

(b) A retired employee may continue to participate in the City's group health insurance program for active employees until the retired employee becomes eligible for Medicare, provided that the insurance carrier agrees to permit the retired employee to continue in such group program and provided the retired employee pays the full premium for such insurance, such payment to be on the basis of two (2) months premium paid in advance.

(c) For any employee who retires pursuant to the Wisconsin Retirement Fund at or before age fifty-five (55), the City will establish a health insurance premium account for such employee in an amount equal to Fifty Dollars (\$50) per day for each day of accumulated unused sick leave remaining in such employee's sick leave account as of his date of retirement. Such premium account shall be used only for the purpose of making future payments of premiums toward the City's group health insurance program on behalf of such retired employee, provided such retired employee is a participant in the City's group health insurance program for active employees as provided in paragraph (b) above. Payments of such premiums from said premium account will be on the basis of one-half ( $\frac{1}{2}$ ) the premium cost per month and coordinated with the retired employee's own payment for the other half ( $\frac{1}{2}$ ) of the premium cost paid two (2) months in advance as provided in paragraph (b) above until such premium account is depleted or the retired employee is no longer a participant in the City's group health insurance program for active employees. Any employee who does not retire between the ages of fifty-three (53) through fifty-eight (58) shall not be eligible for this health insurance premium account, unless the employee's continued employment is at the request of the City. An employee eligible under this paragraph may to the extent permitted by law,

and as an alternative to the above-described payment, take a one-time cash payout equal to the amount the City would otherwise designate for the health insurance premium account.

**Section 12.02 - False Arrest Insurance:** The Employer shall continue to provide full false arrest insurance coverage for employees. Such coverage shall be maintained at no less than the level in effect on July 19, 1973.

**Section 12.03 – Dental Insurance:** The City will contribute ninety percent (90%) per month towards the cost of single dental coverage and family dental coverage.

**Section 12.04:** Employees who are involved in a work-related traumatic event shall receive up to five (5) sessions with a therapist or psychologist which shall be paid by the City. If the City has an employee assistance program the employee shall exhaust their sessions through that program first. The amount shall not exceed one thousand two hundred and fifty dollars (\$1,250).

**Section 12.05 – Physical Fitness Test:** There is a mandatory physical fitness program for Employees, there will be no ramification if you do not pass the physical fitness test. Wisconsin law requires all ***applicants*** for Law Enforcement employment attend and successfully complete a preparatory training program. The exit standards and training programs are based upon a validated analysis of the physical tasks officers must perform (or must be prepared to perform) each day.

These are the physical tests the City of Watertown Police Department will administer once each year:

Physical Readiness Test	Standard
1.5-mile run	16:57
300m run	68 seconds
Push ups	23
Sit-ups	30
Vertical Jump	14 inches
Agility Run	19.5 seconds

Employees that meet all six (6) exit standards will be awarded an additional nine (9.0) hours of flex time.

### **ARTICLE XIII - SICK LEAVE**

**Section 13.01:** Employees who have been continuously employed by the Employer for a period of at least six (6) months in any calendar year shall be entitled to sick leave with pay on the basis of one (1) working day for each calendar month of full-time service. Sick leave may be accumulated to a total of not more than one hundred twenty (120) days. For purposes of the payout of sick leave referenced in Section 12.01(c), the maximum amount of sick leave which will be subject to the payout is one hundred twenty (120) days. No sick leave shall accrue for any month during which an employee has been absent in excess of twelve (12) working days. Absence as used in this Section shall not include time away from work because of vacations, holidays, or illness or injury which is compensable under the Worker's Compensation Act.

**Section 13.02:** Employees on sick leave may be required to file with the Police Chief or his representative a written report upon his return to duty on a form furnished by the Employer stating his length of absence from duty and nature of illness.

**Section 13.03:** If an employee has been absent more than three (3) days, he must file with the Police Chief or his representative on return from duty a physician's statement to the effect that he was unavailable to perform the duties of his position specifying the cause. For cause, such statement may be requested by the Police Chief or his representative for absences of lesser duration.

**Section 13.04:** Sick leave shall include absences from duty on a scheduled workday because of an employee's illness or exposure to contagious disease or because of a serious health condition in the employee's immediate family, i.e., parent, child, or spouse. The term "serious health condition" is defined as that term is used in both the Federal and State Family and Medical Leave Acts.

**Section 13.05:** Up to three (3) sick days per year will be allowed for the care of an employee's minor child due to illness or accident. These days will be labeled as Minor Child Sick Leave Days. If the child's illness or accident qualifies for FMLA leave and requires care as set forth in 13.04, the Minor Child Sick Leave Days will be credited back to the employee to be used at a later

date.

#### **ARTICLE XIV – WORKER’S COMPENSATION**

**Section 14.01:** If an employee is injured while performing work for the City and is receiving worker’s compensation payments for temporary partial or temporary total disability, he shall receive the difference between his regular salary and his worker’s compensation payments during his period of disability or a period of ninety (90) days from the date of the initial injury, whichever is less. The ninety (90) day calendar period shall begin to run from the date of injury or the date of the first full day of work missed, whichever is later. In no event shall the period of wage supplement extend beyond one hundred twenty (120) calendar days from the date of injury. If the employee is unable to return to work after the expiration of such ninety (90) day period, the Police Chief or his designee may request the Common Council to extend those payments for just cause.

**Section 14.02:** Any employee receiving or who has received the difference between his worker’s compensation benefits and his regular salary pursuant to Section 14.01 who recovers damages against a third party arising out of his compensable injury shall reimburse the City to the extent said damages equal or exceed the payments under Section 14.01. In no event shall the City’s recovery under this Section exceed the payments made under Section 14.01.

#### **ARTICLE XV – FUNERAL LEAVE**

**Section 15.01:** The City will grant leaves of absence with pay for the purpose of bereaving the loss of the following: three (3) days in case of the death of a parent, step-parent, child, step-child or spouse; two (2) days in case of the death of a sibling or step-sibling; one (1) day in case of the death of an in-law (mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law) or of a grandparent, step-grandparent, grandchild or step-grandchild of the employee or employee’s spouse.

#### **ARTICLE XVI - SENIORITY**

**Section 16.01:** Seniority is defined as the status attained by length of continuous service of an employee with powers of arrest in the Police Department beginning with the latest date of hire.

**Section 16.02:** New employees shall not attain any seniority until they have completed their probationary period. Following a successful completion of their probationary period, the new

employee's seniority shall be retroactive to his date of hire.

Following the completion of the probationary period and at the Chief's discretion, an experienced law enforcement officer may be placed at any step on the salary schedule and receive vacation benefits based on that step in the salary schedule. However, the officer's seniority shall be based on his hire date with the Department.

**Section 16.03:** A new employee shall be on probation for the first twelve (12) months of his employment or until he has completed his recruit training, whichever is later. The probationary period may be extended by mutual agreement of the City and the Association. For employees hired after January 1, 2005, time spent at the recruit academy will not constitute time worked for purposes of the twelve (12) month probationary period. Probationary employees may be terminated at any time in the sole discretion of the Employer without recourse to any grievance or appeal procedure.

**Section 16.04:** Seniority shall not accrue for any period of layoff or during any period of unpaid leave of absence, except military leave if required by law.

**Section 16.05:** Employees shall lose their seniority for any of the following reasons:

- A. Discharge.
- B. Resignation. (Any employee absent for two (2) consecutive scheduled workdays without notifying the Employer of the reason for absence shall be considered as having resigned, except where the employee has a legitimate reason for being absent and a legitimate reason for not notifying the Employer.)
- C. Retirement.
- D. Unexcused failure to return to work after the expiration of a vacation period, leave of absence, or period for which worker's compensation was paid, or failing to report to work within five (5) days after notice of recall from layoff.
- E. On layoff for a continuous period of time equivalent to twelve (12) calendar months.

**Section 16.06:** Seniority shall apply to vacation selection and shift preference to the day shift. Seniority shall also apply to layoffs and recall from layoffs providing the Employer retains the necessary qualified employees for its operations.

## **ARTICLE XVII - GRIEVANCE PROCEDURE**

**Section 17.01:** The Grievance Procedure provided for in this Article shall apply only to grievances involving the interpretation or application of a specific provision of this Agreement. Time limits set forth herein shall be exclusive of Saturdays, Sundays, and holidays. Grievances required to be in writing shall state the specific provision or provisions of this Agreement involved. Suspensions, demotions, and discharge shall not be subject to the provisions of this Article but shall be processed exclusively under Section 62.13, Wisconsin Statutes.

**Section 17.02:** Both the Association and the Employer recognize that grievances and complaints shall be settled promptly and at the earliest possible stage and, therefore, agree that the grievance processes must be initiated within ten (10) days of the incident or within ten (10) days of the date the employee should have had knowledge of the incident. Any grievances not reported or filed within such ten (10) day period shall be invalid. The procedure for the adjustment of the grievance is as follows:

**Step 1:** The employee and/or the Association representative shall take the grievance up orally with the employee's Captain. The Captain shall attempt to make a mutually satisfactory adjustment within five (5) days.

**Step 2:** The grievance shall be considered settled in Step 1 unless, within five (5) days after the Captain's answer or after the last date such answer is due, the grievance is reduced to writing and presented to the Police Chief or his representative. The Police Chief or his representative may confer with the aggrieved employee and the Association before making his determination. Such decision shall be reduced to writing and submitted to the aggrieved employee and the Association within five (5) days of his receipt of the grievance.

**Step 3:** The grievance shall be considered settled in Step 2 above unless, within ten (10) days from the date of the Police Chief's or his representative's regular answer or last date due, the aggrieved employee and/or Association shall request in writing to the Mayor that the dispute be submitted to the Finance Committee of the Common Council.

The Finance Committee may confer with the aggrieved employee or the Association before making its decision and shall submit its written decision to the aggrieved employee and the Association within twenty (20) days from its receipt of the grievance.

**Step 4:** The grievance shall be considered settled in Step 3 above unless, within ten (10) days from the date of the Finance Committee's decision or last date due, the aggrieved employee and/or Association shall notify the Mayor in writing that the matter is to be submitted to arbitration and shall request the Wisconsin Employment Relations Commission to appoint an arbitrator.

**Section 17.03:** Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorneys' fees.

**Section 17.04:** Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Association which shall be final and binding upon both parties. In making his decision, the arbitrator shall neither add to, detract from nor modify the language of this Agreement. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the Employer, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the Employer of such right.



**Section 17.05:** All grievances not submitted or appealed by the grievant or his representative within the time limits specified herein shall be deemed abandoned grievances and as such shall be considered as being resolved in favor of the Employer. Time limits provided for in this Article may be extended, however, by mutual consent of the parties.

**Section 17.06:** The Association will give the Employer, in writing, the names of its grievance representatives.

#### **ARTICLE XVIII - NO STRIKE**

**Section 18.01:** The Association agrees, individually and collectively, not to strike, slow down, engage in mass sick calls, or in any manner impede the full working efficiency of the Police Department, including refusals to perform customarily assigned police duties, including overtime.

**Section 18.02:** The Association shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 18.01.

**Section 18.03:** Participation by employees in the actions prohibited by Section 18.01 shall be basis for disciplinary actions, including discharge.

**Section 18.04:** The acts prohibited by Section 18.01 are hereby deemed illegal and a violation of this Agreement.

**Section 18.05:** In the event of any strike, slowdown, mass sick call, interruption of work or interference of operations of the Police Department prohibited in this Article, the Employer shall notify the Association thereof and the Association shall give notice to the employees involved that they are in violation of this Agreement and shall end such activity.

#### **ARTICLE XIX - CONDITIONS OF AGREEMENT**

**Section 19.01:** This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

**Section 19.02:** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

The Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

**Section 19.03:** Except as specifically provided otherwise, neither party to this Agreement waives any rights possessed by it under state or federal laws, regulations or statutes.

**Section 19.04:** The term “employee” or “employees” shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise.

**Section 19.05:** All motions, resolutions or ordinances heretofore adopted by the Employer which relate to employees covered by this Agreement shall remain in full force and effect, unless the same are inconsistent with a specific provision of this Agreement and in such event they are hereby superseded by this Agreement.

**Section 19.06:** All employees will be required, within twelve (12) months following their hire, to live within a twenty-five (25) mile radius of the Watertown City Hall which shall include the corporate city limits of the cities of Lake Mills, Oconomowoc, and Jefferson. If there is any question about whether a proposed residence falls within the boundary or without, it shall be incumbent upon the employee to obtain prior approval from the Mayor prior to making any financial commitments.

#### **ARTICLE XX - AMENDMENTS AND SAVINGS CLAUSE**

**Section 20.01:** This Agreement may not be amended, altered or added to, except by the mutual consent of the parties in writing.

**Section 20.02:** If any article of this Agreement or any addenda thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and negotiations on the same subject matter shall be instituted to adjust, if possible, such article.

## **ARTICLE XXI - VOLUNTARY DUES DEDUCTION**

**Section 21.01:** Membership in the Association is not compulsory. Employees have the right to join, maintain or drop their membership in the Association as they see fit. The Association shall not exert pressure on or discriminate against an employee as regards such matters. No employee will be denied membership because of race, color, creed or sex, and this Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

**Section 21.02:** The Association will represent all of the employees in the bargaining unit, members and non-members, fairly.

**Section 21.03:** The Employer agrees that it will deduct monthly from the earnings of employees who are in the bargaining unit the Association dues certified by the Association, provided, however, that the employees have provided the City with a written dues deduction authorization form authorizing the City to deduct the dues from the employees' paychecks. With respect to new employees, such deduction shall commence with the month immediately following the month such employee completes his probationary period unless such employee becomes a member of the Association prior thereto and in that case such deductions will commence with the month immediately following receipt of notice by the Employer of his Association membership and the written dues deduction authorization form.

**Section 21.04:** The Employer shall pay any amounts deducted, pursuant to Section 21.03 above, to the Treasurer of the Association on or before the end of the month in which the deductions are made.

**Section 21.05:** The Employer shall not be required to submit any amounts to the Association under this Article for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.

**Section 21.06:** The Employer shall not be liable to the Association, employee or any party by reason of the requirements of this Article for the remittance or payment of any sum other than those constituting actual dues made from employee wages earned. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the Employer under this Article.

#### **ARTICLE XXII- LIFE INSURANCE**

**Section 22.01:** The City shall provide term life insurance coverage for each employee in an amount equal to the employee's base annual salary.

**Section 22.02:** Coverage levels for employees aged sixty-five (65) to sixty-nine (69) shall be reduced in the event that the cost of providing life insurance for persons of that age exceeds the cost of providing insurance for persons aged sixty (60) to sixty-four (64). Coverage levels for such persons shall equal the amount available for the same cost as is expended for persons aged sixty (60) to sixty-four (64) by the City. Employees aged seventy (70) or older shall not receive life insurance coverage.

#### **ARTICLE XXIII - DRUG TESTING**

**Section 23.01:** Employees shall be covered by the terms of the City Drug Testing Ordinance, provided that all regular full-time employees not covered by this Agreement are also subject to its terms. Further, employees will be permitted, as an alternative, to provide a blood sample in lieu of a urine sample, at the employee's option.

**Section 23.02:** The City will insure those employees tested pursuant to the random selection provisions of the Ordinance will be selected on a true random basis by an entity other than the City of Watertown.

**ARTICLE XXIV - DURATION**

**Section 24.01:** This Agreement shall be effective on the 1st day of January, 2024, and shall remain in full force and effect to and including the 31st day of December, 2025, and shall be automatically renewed from year to year unless the party desiring to open negotiations submits in writing a request to renegotiate said Agreement on or about the 1st day of July during the year of termination. The initial meeting of the parties shall be held within thirty (30) days of the date of the filing of any request, but no later than the 1st day of August.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF WATERTOWN**

**WATERTOWN PROFESSIONAL POLICE  
ASSOCIATION**

\_\_\_\_\_  
\_\_\_\_\_

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**APPENDIX A**  
**POLICE OFFICER PAY RATES**

	<b>January 1, 2024 5%</b>	
	<b>Monthly</b>	<b>Annual</b>
Start	4,833.52	58,002.26
After 1 year	5,252.30	63,027.60
After 2 years	5,467.75	65,613.00
After 3 years	5,703.55	68,442.58
After 4 years	5,943.45	71,321.34
After 6 years	6,241.73	74,900.76
After 8 years	6,390.48	76,685.77

	<b>July 1, 2024 5%</b>	
	<b>Monthly</b>	<b>Annual</b>
Start	5,075.20	60,902.37
After 1 year	5,514.92	66,178.98
After 2 years	5,741.14	68,893.65
After 3 years	5,988.73	71,864.71
After 4 years	6,240.62	74,887.41
After 6 years	6,553.82	78,645.80
After 8 years	6,710.00	80,520.06

	<b>January 1, 2025 5%</b>	
	<b>Monthly</b>	<b>Annual</b>
Start	5,328.96	63,947.49
After 1 year	5,790.66	69,487.93
After 2 years	6,028.19	72,338.33
After 3 years	6,288.16	75,457.95
After 4 years	6,552.65	78,631.78
After 6 years	6,553.82	82,578.09
After 8 years	7,045.51	84,546.06

**NOTE:**

Officer in Charge will receive Three Dollars (\$3.00) per hour for those hours serving as Officer in Charge.

Annual rates are computed by multiplying monthly rates by twelve (12).

Officers who have four (4) or more years of service on or before December 31, 2001 shall be placed at the new four step effective January 1, 2002.

All other officers shall move through the wage schedule on their anniversary dates.

Officers that are bilingual and fluently speak two languages, as shown by completion of testing approved by the City or a bilingual certification from a accredited university, shall receive an annual stipend of \$500.00 on a separate check or direct deposit in the first pay period in December.

## **SIDE LETTER OF AGREEMENT** **ON FLEX TIME**

The City of Watertown and the Labor Association of Wisconsin agree to the following Side Letter of Agreement to the 2024-2025 collective bargaining agreement.

**Definition of Flex Time.** For the purpose of this Agreement, flex-time is considered time worked in excess of, or in place of, one's regularly-scheduled work day, and is accumulated and compensable on a one-hour for one-hour basis.

**Eligibility.** Flex-time is available to all full-time, non-exempt sworn employees of the Police Department and only for the following reasons or events:

- Non-mandatory training
- Lights 'n Sirens
- Bicycle Rodeo
- Other community programs at the discretion of the Chief of Police or his designee.

**Non-Mandatory Training.**

Officers certified by the Wisconsin Law Enforcement Standards Board are required to attend a minimum of twenty-four (24) hours of state certified training each fiscal year. (See Policy 33.5.1 *Annual Retraining Program*).

Most officers are assigned training opportunities that provide them with substantially more than the minimum requirement. The additional training may be one day in duration to several days and, consequently, may fall on an employee's regularly-scheduled day off.

To avoid the necessity of paying large blocks of overtime, a policy of providing flex-time, as defined above, has been established. Employees wishing to take advantage of non-mandatory training may be asked to "flex" their regularly scheduled day off for another day off.

**Use of Accumulated Flex-Time.** Flex time earned in a calendar year must be used in a calendar year.

**Maximum Accumulation.** An officer may accumulate a maximum of sixty-five (65) hours of flex-time at any point in time, unless prior approval is received from the Chief of Police or his designee. An employee shall have the option to have twenty four (24) hours of flex time paid out in the first pay period of December with their compensatory time payout. This payout shall be included on the separate check for compensatory time off.



Duration. This Side Letter of Agreement shall be in effect from January 1, 2024 through December 31, 2025 and shall only be renewed by agreement of both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF WATERTOWN**

**WATERTOWN PROFESSIONAL POLICE  
ASSOCIATION**

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