

Agreement between the

CITY OF WHITEWATER

and the

WHITEWATER PROFESSIONAL POLICE ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2026-2028

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AGREEMENT

This Agreement was made and entered into by the City of Whitewater, Wisconsin, a municipal corporation, hereinafter referred to as the "Employer" or "City," and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, hereinafter referred to as the "Association," for and on behalf of its local, the Whitewater Professional Police Association.

ARTICLE I - INTENT AND PURPOSE

Section 1. The parties intend that this Agreement shall implement the provisions of the Wisconsin Statutes that apply hereto and the Rules and Regulations relating to municipal employment for law enforcement officers.

Section 2. The parties desire to maintain an amicable relationship on all matters covering rates of pay, hours of work and conditions of employment.

ARTICLE II - RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining representative for all sworn law enforcement officers in the City of Whitewater Police Department, excluding all supervisory, managerial, confidential and executive employees.

ARTICLE III - DUES DEDUCTION

Section 1. 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.

Section 2. 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 who such sums have been deducted, to the WPPMLEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

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

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

Section 5. It is expressly understood and agreed that WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. The Association and WPPA/LEER shall indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, judgements, or other forms of liability, including all costs of defense and attorney fees and court costs, which arise out of or by reason of action taken or not taken by the Employer, in compliance with this Article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. It is hereby agreed that the rights, functions, and authority to manage all operations and functions are vested in the City and include, but are not limited to, the following, all subject to and in accordance with the provisions of the Contract.

- (A) To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City Council. Each employee governed thereby shall be furnished a loose-leaf binder containing those rules and regulations presently in effect. Thereafter, copies of new rules and regulations shall be added or removed as necessary to keep the binder current. Whenever practical, the Association shall receive copies ten (10) days prior to implementation. This does not include situations whereby the Chief of Police issues directives or procedures in the management of the department.
- (B) To manage and otherwise supervise all employees in the bargaining unit.
- (C) To maintain the efficiency and economy of the City operation entrusted to the administration.
- (D) To determine the method, means and personnel by which such operations are to be conducted.
- (E) To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- (F) To exercise discretion in the operation of the City, the budget, organization, assignment of personnel, and the technology of work performance.
- (G) The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Employer and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the

knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 2. The Association recognizes the right of the Chief of Police to assign and direct the work force, and to make temporary changes to duties, work assignments and shifts in accordance with the terms and conditions of this Agreement.

ARTICLE V - RESPONSIBILITY

Section 1. The City recognizes its responsibility to treat the employees covered by this Agreement fairly, without discrimination and in accordance with the terms and provisions of this Agreement. The Association recognizes its responsibility as the representative of the employees to protect the interest of the public fairly and impartially, to abide by the terms and provisions of this Agreement and to undertake no action, individually or in concert, which renders employees unavailable for duty.

ARTICLE VI - GRIEVANCE ARBITRATION

The parties agree that grievances are to be resolved as soon as possible and in order to do so, establish this procedure:

Section 1. Definition: A grievance is defined as any dispute involving the meaning or interpretation of the terms and provisions of this Agreement. A grievance shall be processed within ten (10) calendar days of its occurrence or knowledge thereof. Failure to abide by such time limits, any extension thereof or the prescribed procedure set forth herein, shall cause the grievance to be barred.

Section 2. Procedure: All such grievances shall be processed as follows:

Step 1. If an employee has a grievance, the Association's representative and/or employee shall present such grievance in writing, specifying the contract provision alleged to have been violated by the City, to the Captain of Police who shall render his decision in writing within seven (7) calendar days after receiving the grievance.

Step 2. If the Captain and employee cannot reach a mutually satisfactory decision, the grievance may be referred to the Chief of Police by the Association within seven (7) calendar days. The Chief of Police may confer with the aggrieved employee, Steward and the Association Representative before making his determination.

The Chief of Police's decision shall be in writing and submitted to the aggrieved employee within seven (7) calendar days from the Chief of Police's receipt of the grievance. This period of time may be extended upon mutual consent of both parties involved.

Step 3. If the parties are unable to resolve the grievance at Step 2, either party will have fifteen (15) days from the date of the receipt of the decision made in Step 2, or fifteen (15) days from the date on which the decision was due, to request by written notice to the other party, the matter to be advanced to arbitration. The party seeking arbitration shall request that the Wisconsin Employment Relations Commission submit a panel of five (5) potential arbitrators. When five (5) arbitrators are not available, a panel of three (3) arbitrators shall be requested. The

parties shall alternately strike panel members with the last remaining panel member to serve as the arbitrator. The parties shall determine who strikes first by the flip of a coin.

The arbitrator shall have the authority to determine issues concerning the interpretation and application of all articles or sections of this Agreement. While the arbitrator shall have no authority to change any part of this Agreement, the arbitrator may make recommendations for such changes which, in the arbitrator's opinion, would add clarity or brevity or which might avoid future controversy. The determination of the arbitrator shall be binding upon both parties, but the arbitrator's recommendations shall not be.

Grievances not decided by the City within the prescribed time limits, or any extension thereof, shall proceed automatically to the next step, except that it shall not include Step 3.

ARTICLE VII - PROBATIONARY PERIOD

All personnel hired after January 1, 1985, shall be considered probationary for the first fifteen (15) months of their employment with the City; provided, however, employees hired to work undercover, and who actually do work undercover for three (3) months or more, shall have their probation extended so that they shall be allowed the appropriate time for recruit school and on-the-road training. However, no employee shall serve a probationary period that goes beyond twenty (20) months. Probationary employees may be discharged without recourse to the grievance procedure, provided, however, the Employer may not discharge for purposes of evading this Agreement. Continued employment beyond the probationary period noted above is hereby defined as evidence of a satisfactory completion of the probation period requirement. A permanent employee is hereby defined as a person hired to fill a full-time position who has completed the probationary requirements specified within this Section. Employees sponsored by the City of Whitewater to the Police Training Academy shall be employees at will and shall receive 75% of the starting pay rate until completion of the Academy. Upon completion, the probationary period described in this Article shall commence.

ARTICLE VIII - SUSPENSION, DISMISSAL AND REDUCTION IN RANK

The City may suspend, reduce in rank, or discharge any employee for cause as provided in § 62.13, Stats.

ARTICLE IX - PAY PERIOD

All employees shall be paid every other Friday. Each employee shall be provided with a statement of gross earnings which shall set forth straight time and overtime hours worked and an itemized statement of all deductions made for any purpose.

ARTICLE X - PROMOTIONS

The Police Commission shall perform all the duties that are normally delegated to such Commission in the Wisconsin Statutes, with respect to promotional opportunities for sworn law enforcement employees.

Whenever a promotion is to be made, the procedure for testing shall be provided to the Association prior to any testing. The Employer shall follow a set procedure for the promotion.

ARTICLE XI - OTHER AGREEMENTS

The City agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. This provision shall apply to all employees covered by this Agreement. However, pre-employment contracts are not covered by this Agreement.

ARTICLE XII - NO DISCRIMINATION

Neither the City nor the Association shall discriminate in any manner whatsoever against any employee because of race, creed, age, color, national origin or sex. The City and the Association agree to comply in all respects with the provisions of the Age Discrimination in Employment Act of 1967.

ARTICLE XIII - ASSOCIATION REPRESENTATIVES

The City recognizes the rights of the employees to designate one (1) representative and two (2) alternates from the City's seniority list. The City shall be notified in writing by the Association who the representative and alternates are, and this notice shall be submitted annually by July 1st of each year. The authority of the representative and alternates so designated by the employees shall not exceed the following duties and activities:

- (A) The investigation and presentation of grievances to the City or the designated City Representative in accordance with the provisions of the Agreement.
- (B) The transmission of such messages and information which shall originate with, and are authorized by, the Association or its officers, provided such messages have been reduced to writing.

The Representative or alternate, upon notification of the Captain, Deputy Chief, or Chief of Police, shall be permitted reasonable time to investigate and present grievances on or off City property without loss of time or pay during their regular scheduled workday, providing it does not interfere with City operations and their normal duties.

ARTICLE XIV - ASSOCIATION REPRESENTATION

The Representative of the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association shall have reasonable access at all times during working hours to the office where employees are stationed, provided, however, that the Representative shall not, at any time, interfere with employees or interrupt their work. The Representative shall contact the Chief of Police, the Captain, or the Lieutenant in advance of any visit whenever possible.

The Association shall have the right to post notices requiring meetings pertaining to Association affairs in the office where employees are stationed.

ARTICLE XV - LEAVE OF ABSENCE

Section 1. Leave With Pay.

Leave with pay may be authorized by the Chief of Police and approved by the City Manager, in order that employees may serve required jury duty, attendance at official and educational meetings and in other related areas. No overtime shall be paid for work performed by an employee on leave with pay. Expenses incurred as City expenses must be authorized by the City Manager. Any jury duty pay shall be turned over to the City Clerk to be deposited in City funds, and the employee shall receive their regular rate thereof. The employee shall retain any monies received as travel allowance.

Section 2. Leave Without Pay.

A permanent employee may be granted leave of absence without pay for a period not to exceed one (1) year. A request for this leave or an extension of the one (1) year leave period must be approved by the Chief of Police and the City Manager. Reasons for granting such a leave are as follows: Sickness or disability, to engage in a course or study, or other good and sufficient reasons which are considered to be in the best interest of the City service. Requests for maternity leave may be granted under the provisions of this Section.

Section 3. Leave For Non-Covered Position.

The Association and the City shall agree on circumstances under which persons may leave classifications or work covered by this Agreement, but retain seniority rights upon their return to their original unit.

The City shall notify the Association, in writing, of any leave of absence within a reasonable length of time.

The employee must make suitable arrangements for continuation of any benefit program.

ARTICLE XVI - SENIORITY

Section 1. The principal length of continuous service with the City and classification seniority shall control only those matters as listed in the contract. Where every factor other than seniority is equal between two (2) employees, seniority shall control, subject to applicable statutes.

Section 2. The seniority of a permanent employee who has satisfactorily completed probation shall accrue from the date of latest employment. Seniority in promotion shall accrue from date of latest promotion.

Section 3. Seniority shall be defined as follows: Departmental seniority is that length of time which is accrued since the last date of hire as a sworn employee with the City and shall be used in determining the following: Amount of money the employee is eligible for under the longevity provision of this Agreement, vacation selection, shift selection, and general overtime assignments. Detective shift selection shall be determined by seniority within the promotion. The other type of seniority shall be called Bargaining Unit seniority and shall be defined as the total cumulative time of employment while covered by this agreement. Records indicating seniority shall be maintained, and the Association shall receive a copy of the seniority list upon request.

Section 4. Seniority shall terminate upon discharge, resignation, or as otherwise noted in this Agreement.

Section 5. Any sworn officer hired to the rank of police officer under the lateral hire protocol will receive a vacation allowance and be placed in any of the six Hourly Rate Steps (under Article XXXI-Wages and Classifications) commensurate with their years of experience as a full-time sworn law enforcement officer. Years of service under the lateral transfer protocol will be rounded to nearest year.

ARTICLE XVII - JOB POSTING

Section 1. Employees will be permitted to apply for the examination on all permanent vacancies on any shift or any new permanent job openings. Until filled, the Chief will fill these jobs at the Chief's discretion. The Chief shall select from the applicants an employee to fill the new or vacated job in accordance with the Article on seniority.

An employee off due to accident or illness or vacation will be advised by the Chief of any job postings by letter to the employee's home address. If an employee desires to apply, the employee must advise the Chief, in writing, within the posting period and must be able to work on the new job on or before thirty (30) days from date of posting.

An employee who is promoted to a position above the rank of patrol officer within the bargaining unit shall serve a probationary period of one (1) year. During that one (1) year, the Chief, for a good reason, may request that the employee be returned to their former position without loss of seniority, shift or other benefits the employee enjoyed prior to taking the promotion. These same rights would also be awarded to an employee who elects to return to their former position during the probationary period. If an employee elects to return to their former position, under this section, the transfer will not be effective until a replacement has been selected.

Section 2. If an employee is promoted into a higher job classification, they shall be paid at the new rate for the new job. If an employee is permitted to move to a lower classification, they shall then be paid at the current rate immediately for that new job classification.

Section 3. The employee assigned to the School Resource Officer (SRO) position shall serve in that position for a term of four years, with the option of one-year extensions mutually agreed upon by the employee and the Employer. The School Resource Officer shall receive the pay of Detective. Upon completion of the term, the employee shall return to the patrol classification without the loss of Patrol seniority from their date of hire.

ARTICLE XVIII - WORKER'S COMPENSATION

In the event an employee becomes entitled to and receives Worker's Compensation under Chapter 102, Wisconsin Statutes, the Worker's Compensation for the period of compensable temporary total disability will be supplemented for a period of one (1) year so that the employee will receive their full salary during said period, taking into consideration Worker's

Compensation, Social Security payments, if any, and the amount to be supplemented by the City. This compensatory time shall not be deducted from the employee's accumulated sick leave time.

The City shall pay, in addition to salary, the regular premiums on said employee's health, welfare and pension benefits during this time.

ARTICLE XIX - HEALTH AND WELFARE

Section 1.

- (A). The employee shall have the ability to participate in a health care plan offered by the City, according to the plan design established by the City of Whitewater. Effective January 1, 2026, a participating employee agrees to contribute 15% of the premium of the plan selected by the employee, if the participating employee elects to participate in the City's Wellness Plan via the participating employee and their spouse obtaining an annual wellness exam or the same as the non-represented Protective Services employees, whichever is less:
- (B). If any participating employee or spouse, if applicable, chooses not to participate in the City's Wellness Plan, they shall pay 15% of the premium of the plan plus a penalty charge of \$250.00 per year if elected single coverage, or \$500.00 per year if elected family coverage, such penalty will be withheld from their paycheck with the insurance premium.
- (C). If any participating employee elected to participate in the City's Wellness Plan but the employee or their spouse, if applicable, fails to obtain an annual wellness exam between January 1 and December 31 of each year, the employee shall pay a penalty charge of \$250.00 per year if elected single coverage, or \$500.00 per year if elected family coverage, such penalty will be withheld from their second paycheck in January if proof of the prior year's annual visit is not provided.
- (D). Effective January 1, 2007, and continuing annually, the City will create an IRS Code Section 125 Plan for employees.
- (E). Employees will be permitted to contribute amounts up to the limits prescribed by the plan. Employees will be permitted to use such Section 125 funds for the payment of benefits as permitted. It is the intention of the parties that the Section 125 Plan be drafted to maximize the flexibility for employees.

Section 2. When an employee is discharged for cause or voluntarily terminates their employment, the City shall only make contributions for the month in which such termination occurred.

Section 3. The City shall make the contribution for an employee who is absent because of illness or off-the-job injury for the month in which the illness or injury occurs plus one (1) month or until the employee's accumulated sick leave runs out, whichever is longer. The City shall make the contribution for an employee who is absent because of on-the-job injury or illness for the month in which the illness or injury occurs plus twelve (12) months.

Section 4. If an employee is granted a leave of absence and desires to have their insurance coverage continued, they must pay the City, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the health and welfare fund during the period of absence. The City's only obligation shall be to make the deposits provided by the employee.

Section 5. When an employee who has been on a leave of absence returns, the City shall make the required contribution beginning with the month following the employee's return to work.

Section 6. When a laid-off employee is reinstated, the City shall make the required contribution for the month in which the employee returns to work.

Section 7. If an employee retires or is laid off, the City shall agree to accept monthly health insurance premium payments from the employee and remit such payments to the insurance carrier. The employee must submit the sufficient monies for the required payment to the City by the 15th day of the prior month in which coverage is to be effective, provided said payment is accepted by the insurance carrier.

Section 8. The City shall make the full monthly contribution for the month in which an employee is laid off.

Section 9. If the terms of the City's health insurance plan permit it, employees who are otherwise eligible for health insurance coverage may opt out of the plan or seek reduced coverage. Employees who do so will receive the following payment incentives per month:

- (A) Employees who are eligible for family health insurance coverage but who choose not to take coverage will receive the difference between the monthly family rate and the monthly single rate on the lowest priced available qualified plan provided under Section 1, and the payment shall not exceed \$400.00 per month effective January 1, 2013.
- (B) Employees who are eligible for single coverage will receive a sum equal to the lowest priced available qualified single plan provided under Section 1, and the payment shall not exceed \$200.00 per month effective January 1, 2013.
- (C) Employees who are eligible for family coverage but who elect single coverage will receive a payment calculated by subtracting two times the single rate from the family rate of the lowest priced available qualified plan, and the payment shall not exceed \$200.00 per month effective January 1, 2013.
- (D) The supplemental payments are not wages for purposes of overtime or any other benefits calculated based upon earnings.
- (E) Employees receiving incentives will be required to provide proof of health insurance coverage under another plan.

Section 10. The City will participate in the Wisconsin Public Employers Income Continuation Insurance Plan and shall pay the minimum employer contribution as set forth by the Department of Employee Trust Funds.

ARTICLE XX - UNIFORMS, EQUIPMENT AND CLOTHING ALLOWANCE

Section 1. The City agrees to provide each new employee, required to wear a uniform, with the necessary uniform clothing as authorized by the Chief of Police.

Section 2. Each year, on the second payroll in January, employees shall receive \$850.00 to reimburse the employee for the cost of required uniform clothing and equipment.

Section 3. In the event that a uniformed employee terminates with the City after having been reimbursed for the purchase of uniforms, the employee shall reimburse the City a pro rata share based on 1/12 for each month remaining in the calendar year from the employee's month of separation. The amount to be reimbursed shall be deducted from the money due the employee in their final check.

Section 4. Any time an officer, while on duty, has their clothing, eyeglasses or authorized personal property damaged in any manner, such items will be repaired or replaced by the City without the cost being deducted from the officer's yearly clothing reimbursement, upon verification of said damage and substantiated by a daily work report.

Section 5. The City shall, in addition to the uniform clothing, furnish all other necessary police equipment as authorized by the Chief of Police. This shall include, but is not limited to, a weapon and holster, ammunition, handcuffs and holster, mace and holster, and other equipment needed to properly perform their duties. All equipment furnished any employee by the City shall be returned upon termination of employment, or as required by the City. The City shall furnish a list of equipment to each employee that shall be returned upon separation of employment.

Section 6. In the event that the uniform style or color is changed so as to make the current uniforms unusable, the City shall pay the cost of the initial new uniform.

ARTICLE XXI - PENSION

The City shall pay 100% of the Employer share, and Employees shall pay the "Full" Employee Share WRS Earnings ("Full" is defined as the same percentage as is paid by general municipal employees of the City).

ARTICLE XXII - LONGEVITY

Section 1. All full-time, regular employees with three (3) or more years of continuous service will be eligible for longevity pay.

Section 2. Semi-annual payments shall be paid on separate, approximately equal checks on the first pay period in June and December of each year.

Section 3. The basis for payment shall be:

- (A) Two percent (2%) of employee's current base pay after the completion of three (3) years of service;
- (B) The maximum amount of longevity pay which the employee may receive shall be \$1,000.00 per year.

Section 4. Employees with authorized leaves of absence, who return to City employment on or before the expiration date of said leave, will be regarded as continuous employment for longevity pay purposes. Any individual whose employment with the Employer has been terminated for any reason except an authorized leave of absence after January 1, 1976, will be considered as a new employee, should they return.

Section 5. Any employee who reaches 3 years of service on or before March 31st, and is on the payroll as of June 15th, will be eligible for one-half (½) of the longevity payment in June and for each successive semi-annual payment in December and June thereafter.

Section 6. Any employee who reaches 3 years of service on or before September 30th, and is on the payroll as of December 1st, will be eligible for one-half (½) of the longevity payment in December and for each successive semi-annual payment thereafter.

Section 7. During the calendar year in which an employee retires under the City's retirement plan, they shall be entitled to receive, at the time of the semi-annual payment of longevity, a pro rata portion of their longevity based on days worked.

Section 8. The current base pay is defined as the amount of hourly rated base pay and will be determined by multiplying the hourly rate times 2,008 hours or 2,080 hours, whichever is applicable. The current base pay does not include overtime payments or shift differentials or any other monetary benefit considered as remuneration not a part of the published wage and salary schedule, such as fees.

ARTICLE XXIII - HOURS

Section 1. Commencement and ending of workweek and shifts for individual employees will be designated by the Chief or as otherwise provided in the contract.

Employees who have successfully completed their probationary period shall be designated a regular shift assignment as specified in Article XXIII, Section 3, it being fully understood that temporary changes in shift assignments may be made from time to time. Except as noted in Section 2, below, it is hereby acknowledged that the City shall not be required to pay overtime for shift changes of shifts worked during the same day or twenty-four (24) hour period, provided there is a seven and three-quarters (7 ¾) hours off-duty period scheduled between work shifts. The City shall exercise discretion in the moving of employees from their regular shifts, and shall do so only for training and staffing needs. Employees will not be moved from their scheduled shift on less than twenty-four (24) hour notice except upon mutual agreement of the affected employee and the Chief or the Chief's delegated authority.

Section 2. The Chief of Police shall establish the number of positions allotted to a shift in accordance with Article XXIII, Section 4. The City will not staff a shift above those limits except for training purposes unless overtime is paid to the moved employee.

Section 3. The work shift for employees assigned to a 5-2/5-3 schedule shall consist of eight and one-quarter (8 ¼) hours. The shift for employees assigned to a 5-2/5-2 schedule shall consist of eight (8) hours. The shift for employees assigned to a 4/10 schedule shall consist of ten (10) hours. Included without loss of pay will be the following break times during which the employee is subject to call:

- (A) A thirty (30) minute lunch period in accordance with rules set by the Chief.
- (B) A fifteen (15) minute break period in the forepart of their shift and a fifteen (15) minute break in the latter part of their shift.
- (C) Regular shifts will be one of the following for patrol officers:
 - First Shift 7:00 a.m. to 3:15 p.m. or 6:00 a.m. to 2:15 p.m.
 - Second Shift 3:00 p.m. to 11:15 p.m. or 2:00 p.m. to 10:15 p.m.
 - Third Shift 11:00 p.m. to 7:15 a.m. or 10:00 p.m. to 6:15 a.m.
 - Evening Shift8:00 p.m. to 4:15 a.m. or 7:00 p.m. to 3:15 a.m.

The City shall announce the patrol officer shift schedule selected by the Chief prior to annual shift selection.

Regular shifts for detectives will be:

- First Shift 8:00 a.m. to 4:00 p.m.
- Second Shift 3:00 p.m. to 11:00 p.m.
- (D) Employees classified as School Resource Officer shall normally be assigned to first or second shift hours. However, by mutual agreement of the affected officer and the Chief of Police, the hours may be changed to better serve the department.
- (E) An employee may trade shifts or work days with another employee with the authorization of the Chief or the Chief’s designee.

The employee must notify the Chief or the Chief’s designee in writing of the requested change and get approval for the trade. Trade notification requests must also state when the officer will pay the time back. When an employee is working a trade, the duty shall be considered their work day in regards to Article XXIV Overtime.

No more than three (3) employees will be involved in any trade. Requests for trades shall be made at least 72 hours prior to the date involved. Under extenuating circumstances, the Chief or the Chief’s delegated authority may waive the above time constraint.

Section 4. Shift Selection.

In October of each year, the Chief of Police shall establish the number of positions for each shift and shall post the number of shift positions open on all respective shifts for the forthcoming year to commence January 1st. Thereafter, the employees shall select their shift preference in accordance with Article XVI seniority. The Employer shall provide notice to each employee when their turn has come to sign up for a designated shift. Thereafter, each employee will be given three working days (respective employees' working days) to make their selection. Failure to select a shift in a timely fashion will result in loss of selection rights. Any openings that occur during the year shall also be posted and bid for on a seniority basis.

Section 5. Shift Differential.

- (A) Employees working second shift shall be paid twenty cents (\$.20) per hour shift bonus. Employees working third or evening shifts shall be paid twenty-five cents (\$.25) per hour shift bonus.

- (B) Employees scheduled to a shift other than their regular shift at the direction of management shall receive a stipend of seventy-five dollars (\$75) per Shift Bump. The Shift Bump Stipend will be paid for shift bumps that are created at the direction of management. An employee will not be compensated for a voluntary shift bump or for a shift bump that occurs as a result of a voluntary training opportunity for that employee.
- (C) Officer in Charge (OIC). The patrol officer assigned as OIC shall be paid two dollars (\$2.00) per hour bonus for each hour they are OIC.

Section 6. Work Schedule.

- (A) The normal schedule of days worked for patrol officers or any employee assigned a 5-2/5-3 schedule shall be as follows:
 - 1) Five (5) days of work followed by two (2) days off and in turn;
 - 2) Five (5) days of work followed by three (3) days off (5-2/5-3).
- (B) The normal schedule of days worked for all employees assigned a 5-2/5-2 schedule shall be as follows:
 - 1) Five (5) days of work followed by two (2) days off and repeat (5-2/5-2).
 - 2) Employees assigned a 5-2/5-2 schedule will not be regularly scheduled for a shift on Saturday or Sunday, except by mutual agreement between the officer and the Chief or the Chief's Designee. This provision shall not prevent an employee assigned a 5-2/5-2 schedule from being called into work on a Saturday or Sunday as otherwise provided by this Agreement. If the City creates a new detective position, the Chief may schedule the new detective position to work a regularly scheduled shift on Saturday and/or Sunday.
- (C) The normal schedule of days worked for all employees assigned a 4/10 schedule shall be as follows:
 - 1) Four (4) days of work at ten hours per day during each standard week from 12:00 a.m. on Sunday to 12 a.m. on the following Sunday with three days off during the week and repeating the same days worked and off the following week (4/10).
 - 2) Employees assigned a 4/10 schedule will not be regularly scheduled for a shift on Saturday or Sunday, except by mutual agreement between the officer and the Chief or the Chief's designee. This provision shall not prevent an Employee assigned a 4/10 schedule from being called into work on a Saturday or Sunday as otherwise provided by this Agreement. If the City creates a new detective position, the Chief may schedule the new detective position to work a regularly scheduled shift on Saturday and/or Sunday. Three Detective Positions shall be filled prior to the assignment of the new Detective position unless mutually agreed upon by the effected employee and the Chief.

Section 7. Officers may be scheduled to full shifts (8, 8 ¼, or 10 hours) with starting and quitting times or length of shift different than the regular shifts described in Section 3 upon mutual agreement between the officer and the Chief or the Chief's designee.

Section 8. Paychecks. The "base" pay will be computed as a total of 2,008 hours for those assigned to a 5-2/5-3 schedule, and 2,080 hours for those assigned to a 5-2/5-2 or 4/10 schedule. The pay will be divided into twenty-six (26) equal paychecks to be paid every other Friday.

ARTICLE XXIV - OVERTIME

Section 1.

- (A) All full-time employees who are required to perform duties outside their scheduled shift shall be compensated at the rate of one and one-half (1½) times their normal rate of pay.
- (B) Under the provision of this Section, vacations, sick days, comp days and bereavement days will be considered as time worked for the computation of overtime.
- (C) A pay period and/or work period is fourteen (14) days long, and runs from 7:00 a.m. Friday to 7:15 a.m. Friday or 6:00 a.m. Friday to 6:15 a.m. Friday.

Section 2. All overtime will be rounded off to the nearest fifteen (15) minutes.

Section 3. The City shall not schedule an employee for shifts worked during the same day or twenty-four (24) hour period unless scheduled shifts are at least seven and three-quarters (7 ¾) hours apart. If there is less than seven and three-quarters (7 ¾) hours between shifts, the hours worked prior to the seven and three-quarters (7 ¾) hour time spread will be compensated at the rate of one and one-half (1 ½) times their normal rate of pay. This Section may be waived by mutual agreement of the affected employee and the Chief of Police or the Chief's delegated authority.

Section 4. In the event that assigned duties included travel to a destination more than five (5) miles from the City, the employee shall be reimbursed travel time from the Police Department to the assigned destination and return. This provision shall require the reporting by the individual employee of the actual time spent in performance of their duties. For the purposes of training which requires an overnight stay, this provision may be waived upon mutual agreement between the Chief or the Chief's representative and the affected employee.

Section 5. All employees who are recalled to work or called in for any reason shall be guaranteed a minimum of one (1) hour pay, including if the call-in is canceled with less than twenty-four (24) hour notice. Pay rate will be in accordance with Section 1 of Article XXIV. An employee who is called in for court appearances will be paid a minimum two (2) hours.

Section 6. An employee will be guaranteed two (2) hours of pay at the overtime rate for scheduled court cases set during their non-scheduled hours that are cancelled with less than twenty-four (24) hours' notice. It will be the responsibility of the employee to check on the court status before 8:00 a.m. the day before the court case, in order to be eligible for the pay guarantee.

Section 7. Overtime compensation may be either by pay or compensatory time, the choice to be determined by the employee.

- (A) Employees shall be allowed to regenerate their compensatory time bank during the course of the year, not to exceed one-hundred fifteen and one-half (115.5) hours at any one time.
- (B) Compensatory time shall be taken only at such times as shall be agreed upon between the employee and the Chief of Police or the Chief's delegated authority. Such agreement shall be in written form. Requests for compensatory time off shall be at least seventy-two (72) hours prior to the requested time off. Under extenuating circumstances, the Chief or the Chief's delegated authority may waive the above time constraints.
- (C) Compensatory time may only be taken for overtime hours actually worked.
- (D) Compensatory time may not be requested in lieu of pay for time increments below one-half (½) hour.
- (E) Compensatory time will be approved on a first come, first serve basis.
- (F) An employee may take no more than 99 hours of comp time in any calendar year. Comp days required under Section 8 (B) do not apply to this comp-time limit. Quarter-hour increments of comp time taken due to trades under Article XXIII, Section 3 (E) also do not apply to this comp-time limit. Comp Time used to *true-up* vacation time per Article XXV Vacation Accrual Schedule will not count toward the calendar year limit. Detective On-call Time under Article XLI will not count toward the calendar year limit. This provision is applicable only to the final vacation day selection.
- (G) Comp-time will be managed consistent with the following provisions:
 - Employees are required to have all Current-year Comp-time paid out each year.
 - Comp-time payouts will take place in the final paycheck of each calendar year. Employees may also request payout of Current-Year Comp-time to occur in last paycheck in June.
 - Administration of above provisions shall be at the direction of the City Manager or his/her designee.

Section 8. In the event an employee is required to spend time in court on a day the employee is also scheduled for regular duty, the following shall apply:

- (A) They will be paid for hours outside of the scheduled shift in accordance with Article XXIV, Section 1.
- (B) If the court time reaches or exceeds ten (10) hours of non-scheduled time, the employee must take the scheduled work shift that day off by applying the time to comp time.
- (C) If the court time reaches or exceeds seven (7) hours on non-scheduled time (and less than ten (10) hours), the employee may take the pay, comp time, or their next scheduled shift off on compensatory time. Compensatory time off taken in accordance with this Article shall not be applicable to Section 7 (F).

(D) In order to use this provision, the employee must report to the person in charge on duty at the time the court time starts and also upon return from court. The option under C, above, must be expressed at the time of return from court.

(E) In the event the employee has multiple cases and/or courts to attend, the times will be combined to determine when the above limits have been reached.

Section 9. Overtime will be offered on the basis of department-wide seniority, except under exigent circumstances or where a specific employee is required. When **ordering** employees to work an overtime shift, the least senior employee among those officers scheduled to work the adjacent shift shall be ordered first. If no officer on the adjoining shift can be ordered, then the least senior employee among those officers working that day shall be ordered first. If no such officer can be ordered, then the least senior employee among all bargaining units shall be ordered. The Chief of Police or the Chief's delegated authority has final determination as to which skills and/or training needs are required.

Section 10. Detectives handling detective-related questions via a phone call while off duty will receive one (1) hour of overtime, unless it requires them to respond to the PD, at which time they will be compensated with overtime as otherwise provided in this article.

Section 11. Employees who work overtime on a holiday listed in Article XXVI Holidays Section 1, shall receive two (2) times their normal salary.

ARTICLE XXV – VACATIONS

Upon completion of three months of continuous service with the City, all new employees will receive vacation at a rate of 10/12 of a day per month employed that calendar year, excluding the vesting period or first three months of employment.

Vacation leave will be awarded on a calendar-year basis. Regular full time employees will be eligible for vacation time based on the following schedule**:

Year	
1	
2	80
3	
4	96
5	
6	112
7	
8	128
9	
10	144

11	
12	
13	160
14	
15	
16	
17	
18	
19	200
20	
21	
22	
23	
24	
25+	

Section 1. Vacation Leave will be credited for use on January 1 of each calendar year based on the anniversary date the employee is expected to reach that year. If the employee leaves employment prior to the end of the calendar year, an accounting shall be conducted based on the portion of the calendar year and the vacation actually used by the employee during that calendar year.

Section 2 Vacation pay will be paid on the basis of the contract work day in effect at the time of vacation.

Section 3. If a holiday occurs during the vacation period of any employee, such employee shall receive their holiday pay in addition to their regular vacation pay.

Section 4. Selection of Vacations.

- (A) The Employer will post a vacation schedule within one week after the Shift Selection Process has concluded. Vacations may be taken any time subject to restrictions listed on the sign up and only approval of the request by the Chief or the chief’s designee(s). The employees shall sign for and select their vacations in full-shift increments on the basis of Department seniority. Employees will have two (2) working days (respective employees’ working days) to sign up for vacation. Failure to sign up in a timely fashion will require the employee forfeit their vacation seniority guarantee. The Employer shall provide notice to each employee when his or her turn has come to sign up for vacation.
- (B) After selections have been made, an employee may request to move a vacation day to another day subject to the approval of the Chief or the Chief’s designee. After the entire vacation schedule is arranged, it shall be adhered to under all circumstances except as outlined above.

Section 5. All time lost because of on-the-job injury or illness shall count as time worked for vacation purposes.

Section 6. All vacations earned must be taken by employees, and no employee shall be entitled to vacation pay in lieu of vacation.

Section 7. In the event of death of an employee who is entitled to vacation pay under the provisions hereof, such vacation pay and earnings due such employee shall be paid to their lawful heirs, in accordance with the law.

ARTICLE XXVI - HOLIDAYS

Section 1. The following nine (9) full day holidays shall be paid for at the normal rate for one (1) day's pay (8.25 hours), in addition to all monies the employee may earn on such holiday:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	

All employees shall be compensated for all of the above-named holidays. Holiday pay shall be paid in the pay period in which earned.

Section 2. Any employee working on any of the holidays referenced in section one shall receive compensation at the rate of time and one-half (1½) their regular scale for all hours worked in addition to holiday pay. For the purpose of computing overtime, holidays shall be counted as days worked, except when the holiday occurs on a scheduled day off.

Section 3. If any of the above Holidays fall on the regular work day of an employee assigned a 5-2/5-2 schedule, the employee shall receive the day off with holiday pay and only in the event that the employee is called in will he or she receive additional earnings for that day.

Section 4. Employees will receive a total of 16.5 hours of floating holiday leave prorated for any new employee such that an employee starting prior to July 1 of any year receives 16.5 hours and an employee starting July 1 or later of any year receives 8.25 hours of floating holiday leave. Floating holiday leave will be credited for use on January 1 of each calendar year. The employee's use of floating holiday leave is required to be used in one-half hour increments with preference given to full-day increments and is subject to the approval of the Chief. If the employee leaves employment prior to the end of the calendar year, or if the floating holiday leave is not used by an employee during the course of the year, the floating holiday leave will not be treated as earned, and is not subject to payout or carryover.

ARTICLE XXVII - SICK LEAVE

Section 1. All employees of the Police Department shall be granted sick leave with pay at the rate of 8.25 hours for each full month of service.

Section 2. Sick leave may be accumulated to an unlimited amount of hours.

Section 3. All employees of the Police Department may use accumulated sick leave with pay for absences necessitated by their injury, illness, or that of a member of their immediate family, which is defined as parent, spouse, child, or that of anyone domiciled with the employee

or required dental care for a short period of time with the approval of the Chief of Police or the Chief's delegated authority.

- (A) In order to be granted sick leave with pay, an employee must:
 - (1) Report promptly to their Lieutenant or Officer in Charge, the reason for their absence.
 - (2) Submit a medical certificate for an absence of three or more consecutive working days in order to be compensated for said sick days.
 - (3) Employees who take sick leave will be required to file with the Police Chief or the Chief's representative a written report upon the employee's return to duty, on a form furnished by the Employer, stating the employee's length of absence from duty and nature of the illness.
- (B) Failure to comply with the requirements of this section shall result in the employee losing the benefits of the sick leave program with the time lost being charged against the employee's salary payments.
- (C) Sick leave shall be regarded by all employees as valuable free health and welfare insurance which, in the best interest of the employees, shouldn't be used unless really needed. Sick leave is not a "right" like vacation; it is a privilege to be used carefully.

Section 4. The City will pay to each employee or employee's estate upon death or termination from the City, except discharge for good cause, fifty percent (50%) of all the employee's accumulated sick leave, up to a maximum of 742.5 hours. This payout may be used to purchase health insurance after retirement. Employees who transfer from one department to another shall have their sick leave credits transferred with them. In the case of death of an employee while on active duty, one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's estate. This Sick Leave Payout shall be handled as follows:

- (A) For employees hired prior to March 1, 2012, upon termination (except discharge for just cause), the employee may choose, at their option, to use their fifty percent (50%) accumulated sick leave payout to offset the purchase of health insurance through the City's group plan if otherwise allowed by the carrier. If the employee so chooses to continue participation in the City's health plan after termination, the City will retain all of the fifty percent (50%) accumulated sick leave payout money. If the employee later chooses to stop buying into the City's group health plan prior to exhaustion of the accumulated sick leave funds, the City will then reimburse the remaining balance without any interest earnings.
- (B) For those employees hired ON or AFTER March 1, 2012, upon approval of an application for a retirement or disability annuity by WRS, and with an effective date for commencement of the eligible employees' annuity, upon termination (except for discharge for just cause), the employee/retiree may choose, at their option, to use their fifty percent (50%) accumulated sick leave payout to offset the purchase of health insurance through the City's group plan if otherwise allowed by the carrier. If the employee so chooses to

continue participation in the City's health plan after termination, the City will retain all of the fifty percent (50%) accumulated sick leave payout money. If the employee/retiree later chooses to stop buying into the City's group health plan prior to exhaustion of the accumulated sick leave funds, the City will then reimburse the remaining balance without any interest earnings.

If a former employee, buying additional health insurance under the terms and conditions stipulated in this Section dies, prior to having exhausted their accumulated sick leave payout, the remaining balance of the sick leave payout shall be given to the estate of that former employee.

Optional: If the parties mutually agree, the City shall establish a PEHP Plan. In that event, the cash options described in Section 4-A and Section 4-B, above, shall be eliminated, and all funds shall be deposited into the PEHP Plan for the benefit of the employee.

ARTICLE XXVIII - BEREAVEMENT LEAVE

In the event there is a death in the immediate family of an employee, consisting only of spouse, parent, grandparent, child, brother, sister, grandchild, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, or that of anyone domiciled with the employee, and the employee attends the funeral or memorial service, such employee shall be granted a three (3) day leave of absence with full pay. An employee shall be granted one (1) day of absence with pay in the case of a death in the family other than hereinbefore set forth, provided the employee attends the funeral or memorial service.

An employee may be granted up to one (1) day of paid time off (sick, vacation, comp time) for the death of another person close to the employee, provided the employee attends the funeral or memorial service.

Bereavement leave shall be used for the purpose of making necessary arrangements regarding the person's death and/or attending the funeral or memorial service. A memorial service shall be defined as a ceremony that memorializes and honors the deceased.

Extension of a bereavement leave shall only be granted in writing by the Chief of Police and approved by the City Manager.

Such leave shall be regarded as time worked in computing overtime for the workweek in which any such days fall.

ARTICLE XXIX - LIABILITY INSURANCE

The City shall provide insurance for each member of the Police Department, which policy shall provide that in the event they are sued for false arrest or malicious prosecution or other actions taken while in the performance of their duty, that a defense will be provided, including legal fees and incidental expenses and, in addition, insuring them for any liability which they may incur while in the performance of their duty, so long as the officer acted in good faith.

ARTICLE XXX - SEPARABILITY

Section 1. The parties agree to comply with all applicable federal and state laws and regulations with respect to employment and with any decisions by the Wisconsin Employment Relations Commission or judicial bodies interpreting such laws or regulations which may affect the terms and provisions of this Agreement.

Section 2. If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto or application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected hereby. In the event that any Article or Section is invalid or enforcement or compliance therewith has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of the Association or the City for the purpose of arriving at a mutually satisfactory replacement, subject to Section 111.77, Wisconsin Statutes.

Section 3: Voluntary Termination of Employment

Resignation: Resignation is initiated by the employee for such reasons as pursuit of other employment, retirement, return to school, leaving the area, or change in family circumstances. An employee shall provide a minimum of two (2) weeks’ notice as to the resignation date. Failure to provide timely written notice of resignation of at least two full weeks shall render the employee as ineligible for payout of specific leaves as identified in City policy and such leaves shall not be treated as earned or accrued. All written resignation notices shall be submitted to the Chief of Police. Original resignation notices are placed in the employee’s personnel file in the Human Resources Office.

ARTICLE XXXI - WAGES AND CLASSIFICATIONS

Section 1. The following rates of pay increases shall be effective on the dates specified:

Percentage Increases

<u>Classification</u>	<u>1/1/2026</u>	<u>7/1/2026</u>	<u>1/1/2027</u>	<u>7/1/2027</u>	<u>1/1/2028</u>	<u>7/1/28</u>
<u>Patrol</u>						
<u>Training Academy</u>	1.5%	1%	1.5%	1%	1.5%	1%
Hire	1.5%	1%	1.5%	1%	1.5%	1%
12 mos.	1.5%	1%	1.5%	1%	1.5%	1%
24 mos.	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
48 mos.	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
72 mos.*	2%	2%	2%	2%	2%	2%
Det. & SRO**	2%	2%	2%	2%	2%	2%

Hourly Rates
Demonstrative purposes only

<u>Classification</u>	<u>1/1/2026</u>	<u>7/1/2026</u>	<u>1/1/2027</u>	<u>7/1/2027</u>	<u>1/1/2028</u>	<u>7/1/28</u>
<u>Patrol</u>						
<u>Training Academy</u>	\$24.36	\$24.60	\$24.97	\$25.22	\$25.60	\$25.86
Hire	\$32.48	\$32.80	\$33.30	\$33.63	\$34.13	\$34.48
12 mos.	\$34.41	\$34.75	\$35.27	\$35.63	\$36.16	\$36.52
24 mos.	\$36.22	\$36.76	\$37.31	\$37.87	\$38.44	\$39.01
48 mos.	\$38.11	\$38.68	\$39.27	\$39.85	\$40.45	\$41.06
72 mos.*	\$39.07	\$39.85	\$40.64	\$41.46	\$42.29	\$43.13
Det. & SRO**	\$41.02	\$41.84	\$42.68	\$43.54	\$44.41	\$45.29

ARTICLE XXXII - MISCELLANEOUS WORKING CONDITIONS

No officer while carrying an AM-FM radio when on duty shall use said radio when such use will interfere with their performance of their duties or will otherwise cause embarrassment to the Department.

ARTICLE XXXIII – EDUCATION REIMBURSEMENT PROGRAM

Education Incentive: City will reimburse personnel 50% of the cost of college tuition for an Associate’s, Bachelor’s, or Master’s Degree for a relevant career position degree from an accredited college, with a cap of \$150 per credit hour, maximum of six (6) credits per calendar year. Employee will be reimbursed for pre-approved courses when they provide a school transcript depicting a grade of (“C”) or better.

Such reimbursement may be deemed taxable income by the IRS. Employees are expected to schedule class attendance and the completion of study assignments outside of their regular work hours. If you voluntarily terminate employment within 36 months of receiving Education Reimbursement, all tuition is repayable to The City of Whitewater on the following schedule:

- Resigns within 0 to 12 months: 100% repayment
- Resigns within 13 to 24 months: 50% repayment
- Resigns within 25 to 36 months: 25% repayment

ARTICLE XXXIV – SPANISH FLUENCY STIPEND

The City will pay an annual stipend of one thousand five hundred dollars (\$1,500) to employees who are able to fluently speak and read Spanish. The stipend for the preceding year will be paid in the first payroll period in January. In order to be eligible for the stipend,

employees must prove fluency by submitting to testing by a qualified agency approved by the Chief of Police. The Police Department will be responsible for the cost of fluency testing upon employee's successful completion of fluency testing. The employee will be responsible for the cost of testing if unsuccessful.

ARTICLE XXXV - MILITARY LEAVE

Employees who are called to active duty with one of the Armed Forces shall receive the rights and privileges authorized by Federal Military and Veterans Laws with respect to leave, status and reemployment.

In addition, all employees who volunteer or are called for military duty by the United States Government under the Uniform Services Employment and Reemployment Rights Act (USERRA) shall be considered on "Leave of Absence," and shall retain all seniority and benefit rights cumulatively, and without interruption to a maximum leave of 4 months in any 12 month period.

An employee who is a member of one of the military reserve units or a National Guard unit will, after presentation of their orders, receive leave with pay not to exceed one hundred ninety-eight (198) hours calendar year. Additional time needed for deployment will be taken by the employee utilizing benefit time or unpaid, at the employee's discretion.

ARTICLE XXXVI - STRIKE AND LOCKOUT

The Association and the City agree that they both desire uninterrupted operation and therefore, in consideration of the Agreement, the Association, its officers and agents, agree that it and they will not authorize, sanction or condone any strike, stoppage of work, slowdown, boycott or any other action interfering with or designed to interfere with work or operation during the terms thereof, and the City agrees that it will not engage in any lockout during the term thereof.

ARTICLE XXXVII - CHANGE IN OPERATION

Before an Employer introduces major changes in operations which might result in loss of employment for regular, full-time employees, the Employer shall meet and review such changes with the Association in an effort to minimize the possible economic hardship involved for all parties.

ARTICLE XXXVIII - RESIDENCE

Employees covered by this Agreement shall be permitted to establish their residence within thirty (30) miles of the City limits.

ARTICLE XXXIX - LIFE INSURANCE

The City will participate in the "Additional Plan" to the basic coverage of the life insurance plan administered by the Department of Employee Trust Funds for the State of Wisconsin. Employees will pay cost of premiums.

ARTICLE XL – FITNESS FOR DUTY PHYSICAL FITNESS INCENTIVE PROGRAM

Section 1. Purpose and Scope

- A. Provide a physical fitness incentive program to encourage employee health and wellness.
- B. Employee participation shall be voluntary.
- C. The physical fitness incentive program shall not be used as an employment standard.
- D. All law enforcement officers shall maintain the level of physical fitness necessary to perform the essential functions of their positions.

Section 2. Assessment Frequency and Procedures

- A. Employees ~~shall undergo~~ may participate in the physical fitness ~~assessment~~ incentive program once per year ~~annually~~ on or before September 1 in order to be eligible for the annual incentive stipend.
- B. All physical fitness incentive program assessments shall be administered by qualified personnel as designated by the Chief of Police and in accordance with the protocols specified in Exhibit A.
- C. The specific testing protocols and scoring for each portion of the physical fitness incentive program are set forth in Exhibit A, which is incorporated by reference into this Section.
- D. ~~Officers~~ Employees shall be provided with at least ten (10) days' written notice prior to any scheduled physical fitness incentive program assessment.

Section 3. Incentive

- A. Each ~~law enforcement officer~~ employee who successfully completes every ~~test~~ component of the physical fitness incentive program with a minimum score within the ~~minimum of the Base Standard~~ ~~standard~~ will receive a \$250.00 annual stipend.
- B. Each ~~law enforcement officer~~ employee who successfully completes every ~~test~~ component of the physical fitness incentive program with a minimum score within the ~~minimum score of High Standard~~ ~~Standard~~ will receive a \$500.00 annual stipend.
- C. Each ~~law enforcement officer~~ employee who successfully completes every ~~test~~ component of the physical fitness incentive program with a score within ~~a~~ the Highest Standard ~~score of the Highest Standard~~ will receive a \$1,000.00 annual stipend.
- D. Each ~~law enforcement officer~~ employee is only eligible for one stipend under this Incentive program.

ARTICLE XLI – DETECTIVE ON CALL

Section 1. Detectives on Call

- A. A detective shall be scheduled to be on-call every weekend and holiday. Detectives will have an opportunity to sign up for on-call weekends based upon their seniority. If no detective signs up for a weekend the least senior detective will be scheduled to fulfill the On-call duties for the weekend.
- B. The schedule, earned On-call Time and use of On-Call Time will be recorded by the Captain or their designee.
- C. In the event that a detective is needed during an on-call period, the standard call in procedure will first be used to attempt to obtain a voluntary response to the need. If the need is not fulfilled through the voluntary call-in procedure, the Lieutenant or OIC will utilize the Detective Call-in schedule.
- D. While a detective is scheduled to be on call they will comply with the following rules:
 - a. Detective will carry an assigned cell phone or be available for call through preestablished means.
 - b. Detective will be within a 1.5 hours response time to the WWPD.
 - c. Detective will consume no alcohol during on-call time.

Section 2. On Call Time

- A. Weekend On-call time shall be from Sat 12:01 a.m. through Sunday at 11:59 p.m. unless the weekend includes an adjoining holiday.
- B. Weekend with adjoining holidays On-call shall be from 12:01 a.m. of either Saturday or the day City Hall is closed to observe the Holiday, whichever is earlier, through 11:59 p.m. of either Sunday or the day City Hall is closed to observe the Holiday, whichever is later.
- C. Holiday On-call time shall be from 12:01 a.m. on the day of the Holiday through 11:59 p.m. on the day of the Holiday. If two holidays are on consecutive days it shall be treated as one on-call period beginning at 12:01 a.m. on the first holiday and ending at 11:59 p.m. on the second holiday.

Section 3. On Call Time Bank

- A. For each day scheduled to be On-call a Detective shall earn On-call Time.
 - a. For each day scheduled during a Weekend On-call time the Detective shall receive 2 Hours On-call Time.
 - b. For each day scheduled during a Weekend with adjoining holiday or Holiday On-call the Detective shall receive 4 hours On-call Time.
- B. On-call time is accumulated and used as straight time.
- C. Accumulated on-call time **cannot** be converted to anything of monetary value.

- D. Accumulated on-call time off may only be used upon mutual agreement of the employee and Chief of Police or his designee.
- E. On-call Time off can only be taken from the amount accumulated.
- F. Detectives who are on-call, are allowed to sign-up for a maximum of five (5) hours or less in a single day of special event overtime. The five (5) hours maximum for overtime shall not apply if the OT is a result of being called in under Section 1(C) of this Article or is approved time associated with the annual event within the City of Whitewater commonly referred to as Spring Splash or one similar event per year designated by the Chief of Police . ~~to the On-call Detectives can be ordered to work overtime, but are limited to working no more than five (5) hours of OT when they are on-call, unless the or OT is a result of being called in under Section 1(C) of this Article.~~
- G. Accumulated on-call time off will not count against the yearly allowable comp-time hours (99) provided under Article XXIV Section 7(F).
- H. A detective may be permitted to use up to forty (40) hours of banked On-call Time after they have provided notice of intent to resign their position.

ARTICLE XLII – TERMINATION

THIS AGREEMENT shall go into effect on January 1, 2026 and continue until December 31, 2028, and shall be considered automatically renewed from year to year thereafter, unless by September 1, 2028, either party shall serve written notice upon the other that it desires to renegotiate, revise or modify this Agreement. In the event such notice is served, the parties shall operate temporarily under the terms and provisions of this contract until a new contract is entered into, at which time the new contract shall be retroactive as of the last date of termination of the Agreement.

IN WITNESS parties have hereunto set their hands this ____ day of _____ 2026.

CITY OF WHITEWATER

LAW ENFORCEMENT EMPLOYEE
RELATIONS DIVISION OF THE
WISCONSIN PROFESSIONAL POLICE
ASSOCIATION ON BEHALF OF THE
WHITEWATER PROFESSIONAL
POLICE ASSOCIATION

BY: _____
CITY MANAGER

BY: _____
ASSOCIATION REPRESENTATIVE

BY: _____
CITY CLERK

BY: _____
WPPA/LEER REPRESENTATIVE

EXHIBIT A

Law Enforcement Fitness Standards and Assessment Protocols

- 1. VERTICAL JUMP.** The vertical jump measures total body explosive power. It is an important area for pursuit tasks that require jumping and vaulting.

Stand under the test apparatus, and reach up as high as you can with one arm while placing your bicep next to your ear. The apparatus will be lowered to your fingertips. Take one step back with either foot. Then step forward, and jump, reaching as high as possible, and hit the tabs. Or you may jump from both feet without taking a step.

Your score is the highest tab you reach, and will be recorded to the half-inch. You will have three attempts for this event.

- 2. AGILITY RUN.** The physical agility run measures coordinated movement and speed. It is an important area for performing tasks requiring quick movements around obstacles.

Start in the prone position to the left of the first cone with the tips of your fingers behind the starting line. When the instructor says, "GO", stand up and sprint to the forward line, place one foot over the line, and sprint back to the starting line. Make a left turn around the first cone, then zig-zag in a figure eight fashion around the four cones and zig-zag back to the start line. Turn left around the first cone, and sprint to the forward line and back one more time. The clock stops when any part of your body crosses the finish line. If you knock over a cone, miss a turn, or fail to touch the line when turning, the instructor will stop you and return you to end of the line for a restart.

Your score is the time it takes to complete the run, and will be recorded to the tenth of a second. You will have two trials for this event.

- 3. SIT-UP TEST.** The one-minute sit up test measures muscular endurance of the abdominal muscles, an important area for many physical tasks and injury prevention.

Lie on your back, with your knees bent at approximately a 90 degree angle. Your feet may be together or apart, but the heels must stay in contact with the surface. Your partner will hold your ankles. The tips of your fingers must stay behind the ears. When the instructor says "GO," lift your upper body (head and torso) by bending at the waist, move your elbows to or past your kneecaps. Return to the starting position, with your shoulder blades touching the surface. This constitutes one repetition. If you arch your back, lift your buttocks from the mat, move your finger tips forward of your ears, fail to touch the knees, stop to rest in the down position, or fail to touch your shoulders to the mat, you will receive a warning. For any subsequent violation, the repetition will not count. You

may rest momentarily in the up position during the test but every effort should be made to move continuously throughout the test period. You will have one minute to complete the proscribed number of sit ups.

Your score is the number of proper form sit-ups performed.

- 4. 300 METER RUN.** The 300 meter run is a test of anaerobic capacity. This is an important area for performing short intense burst of effort such as in pursuit tasks.

The score is the time it takes to complete the course. You will start at the command “GO” run as fast as possible to the finish line. You must complete the run without help.

Your score is the time it takes to complete the run, and will be recorded to the tenth of a second. You will have two trials for this event.

- 5. PUSH-UP TEST.** The push-up test measures the muscular endurance of the upper body (chest, shoulders, and triceps). This is an important area for many tasks including use of force, lifting, carrying, and pushing.

You will start by assuming the front-leaning rest position by placing your hands on the surface, slightly wider than shoulder width apart, fingers facing forward. The back, buttocks, and legs must be in a generally straight line from the head to the heels. The feet may be together or up to twelve inches apart. When the instructor says “GO,” lower your body by bending the elbows until the tops of the upper arms, shoulders, and upper back are aligned and parallel to the ground. Return to the starting position by soft-locking your elbows. This constitutes one repetition. You may rest momentarily in the up position but every effort should be made to move continuously throughout the test period. You must keep your body straight from your heels to your shoulders and softlock your elbows or you will receive a warning. For any subsequent violation, the repetition will not count. The test will be considered over when the participant returns to a standing position or if one or both knees make contact with the ground. There is no time limit.

Your score is the number of correct push-ups. Prior to beginning your test, you will perform a correct push up for the Coordinator counting for you to ensure proper technique.

- 6. 1.5 MILE RUN.** The 1.5 mile run measures cardiovascular endurance or aerobic capacity. This area is important for running pursuits and use of force situations lasting more than two minutes.

You will line up behind the starting line. At the command “GO” start running. Your goal is to complete the 1.5 miles in as fast a time as you can. As you complete each lap your time

and number of laps to go will be announced. You may walk, but try to keep running for the entire distance. You may run alongside another runner for help with the pace, but you may not physically assist or be assisted by another runner.

	BASE STANDARD	HIGH STANDARD	HIGHEST STANDARD
VERTICAL JUMP (inches)	14 – 17.5	18 – 21.5	≥22
AGILITY RUN (seconds)	18.8 – 19.5	18.1 – 18.7	≤ 18.0
SIT-UPS (1 minute) (reps)	30 – 34	35 - 39	40+
300 METER RUN (seconds)	65.1 – 68	59.1 – 65	≤59
PUSH-UPS (no time limit) (reps)	23 – 27	28 – 33	≥33
1.5 MILE RUN (minutes:seconds)	14:58 – 16:57	12:58 – 14:57	≤12:58