

Agreement between the

CITY OF WHITEWATER

and the

**WHITEWATER PROFESSIONAL POLICE SUPERVISORS
ASSOCIATION (WPPSA)
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

1/1/2026 TO 12/31/2028

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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 Supervisor Officer 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 Supervisors Association, hereinafter referred to as "WPPSA".

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 supervisory law enforcement officers in the City of Whitewater Police Department, excluding the Chief of Police, and the Captains.

ARTICLE III - DUES DEDUCTION

Section 1. The Employer agrees to deduct monthly dues in the amount certified by the WPPSA/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 WPPSA/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 WPPSA/WPPA/LEER 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, WPPSA/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 WPPSA/WPPA or Local Association Constitution and By-Laws. The Employer agrees to notify the WPPSA/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 WPPSA/WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to WPPSA/WPPA/LEER and/or the Local Association. The Association and WPPSA/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.

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

Section 3. All employees shall generally be covered by the terms of the Employee Handbook, as it may be modified by the City from time to time. The terms of this Agreement are intended to supplement the Handbook only on those matters unique to this unit.

ARTICLE V - GRIEVANCE PROCEDURE

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. It shall not include disputes over the meaning or application of the terms of the Employee Handbook. 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 Chief of Police who shall render a decision in writing within seven (7) calendar days after receiving the grievance.

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

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

ARTICLE VI - PROBATIONARY PERIOD

All personnel hired or promoted into a supervisory position in the unit shall be considered probationary for the first twelve (12) months.

ARTICLE VII- 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. 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

4/10 or 5-2/5-2 schedule. The pay will be divided into twenty-six (26) equal paychecks to be paid every other Friday.

ARTICLE VIII - ASSOCIATION REPRESENTATION

The representative of the Supervisor Officer 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, Deputy Chief or the Captain 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 IX- WORKERS COMPENSATION

The City provides workers compensation insurance in the event of an injury that occurs while an employee is working. Employees must report any injuries to their Supervisor or Human Resources immediately following the injury. The specific benefits provided are defined and limited in the literature provided by the City's insurance company. Employees entitled to such benefits shall, in addition to those benefits, receive supplemental compensation up to their normal take home pay, exclusive of overtime pay, for a maximum of one calendar year from the date of the injury. This supplemental benefit shall end if there is medical evidence indicating the employee will not be returning to full duties with the Department as a result of the injury.

ARTICLE X - 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 rules established by the City of Whitewater. Effective January 1, 2026, the Association agrees to contribute the following amounts or the same as the non-represented Protective Services employees, whichever is less:
Effective January 1, 2022: 15% of the premium of the plan selected by the employee.
- (B) Any employee that chooses not to participate in the City's Wellness plan by not obtaining an annual wellness exam will be subject to a penalty charge of \$250.00 per year if the elected single coverage or \$500.00 per year if Family coverage in addition to their contribution of 15% of the premium.
- (C) Effective January 1, 2007, and continuing annually, the City will create an IRS Code Section 125 Plan for employees: 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. 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.

- (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.
- (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.
- (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 4. 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.

Section 6. The City will maintain an IRS Code Section 125 Plan for employees.

ARTICLE XI - UNIFORMS, EQUIPMENT AND CLOTHING ALLOWANCE

Section 1. For external promotional hires the City agrees to provide each new bargaining unit employee with the necessary uniform clothing as authorized by the Chief of Police.

Section 2. For internal promotions, and external promotions after the first year of continuous employment, lieutenants shall receive a clothing allowance as follows:

- (A) Each year, in the second payroll in January, lieutenants shall receive \$850.00 with the intention the funds will be used to purchase authorized uniform clothing and equipment. Authorized items shall include, but are not limited to, shoes, skirts, pants, hats, leather goods, uniform insignia, shirts, jackets, ties, bulletproof vests, briefcases, flashlights, laundry and dry cleaning.

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 in the line of duty, 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 daily work report.

Section 5. For external promotional hires, 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 XII - PENSION

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

ARTICLE XIII- HOURS

Section 1. Commencement and ending of workweek and shifts for individual employees will be designated by the Chief, it being fully understood that temporary changes in shift assignments may be made from time to time.

Section 2.

- (A) The normal schedule of days worked for someone scheduled to the 5-2/5-3 schedule shall be as follows:
- a. Five (5) days of work followed by two (2) days off,
 - b. Then five (5) days of work followed by three (3) days off (5-2/5-3).
 - c. Each normal day of work for someone on a 5-2/5-3 schedule shall consist of eight and one-quarter ($8\frac{1}{4}$) hours.
- (B) The normal schedule of days worked for someone scheduled to the 5-2/5-2 shall be as follows:
- a. Five (5) days of work followed by two (2) days off;
 - b. Then five (5) days of work followed by two (2) days off (5-2/5-2).
 - c. Each normal day of work for someone on a 5-2/5-2 schedule shall consist of eight (8) hours.
 - d. 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.
- (C) The normal schedule of days worked for someone scheduled to the 4/10 shall be as follows:
- a. 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.
 - b. Each normal day of work for someone on a 4/10 schedule shall consist of ten (10) hours.
 - c. 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.

Section 3. Shift Differential. 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. The swing shift lieutenant shall be paid thirty cents (\$.30) per hour shift bonus. Employees scheduled to a shift other than their regular shift at the direction of management shall receive forty cents (\$.40) per hour.

Section 4. Blackout Day Stipend. An employee originally scheduled to work a shift that begins on a "blackout day," also known as a "no vacation/comp" day, will receive a \$75 stipend for

working the full shift that day. Employees will not receive the stipend if they work a shift on a blackout day as the result of a trade or as the result of voluntary or ordered work.

ARTICLE XIV - 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 (1-1/2) 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.

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- 3/4) hours apart. If there is less than seven and three-quarters (7-3/4) hours between shifts, the hours worked prior to the seven and three-quarters (7-3/4) hour time spread will be compensated at the rate of one and one-half (1-1/2) 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 two (2) hours pay, including if the call-in is cancelled with less than twenty-four (24) hours' notice. If employees continue to work up to their scheduled shift, they shall be guaranteed pay up to the normal quitting time. An employee who is called in for any reason can be required to work the minimum two (2) hours, except for court appearances.

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 ("Comp 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 Chiefs 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 Chiefs 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(1/2) hour.
- (E) Compensatory time will be approved on a first come, first serve basis.

- (F) An employee may take no more than ninety-nine (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. This provision is applicable only to the final vacation day selection.
- 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 and clarification 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 this Article.
- (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.
- (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 unit members shall be ordered. The Chief of Police or the Chiefs delegated authority has final determination as to which skills and/or training needs are required.

Section 10. Employees who work overtime on a holiday listed in Article XVI Holidays Section 1 shall receive two (2) times their normal salary.

ARTICLE XV - 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:

Vacation Accrual Schedule (Hrs)

Year	
1	80
2	
3	96
4	
5	112
6	
7	
8	128
9	
10	144
11	
12	160
13	
14	
15	176
16	
17	
18	
19	
20	200
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. 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.

Section 3. All time lost because of on-the-job injury or illness shall count as time worked for vacation purposes.

Section 4. All vacations earned must be taken by employees, and no employee shall be entitled to vacation pay in lieu of vacation.

Section 5. 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 XVI - HOLIDAYS

Section 1. The following nine (9) holidays shall be paid for at the normal rate for 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 assigned a 5/2-5/3 schedule working on any of the holidays referenced in section one shall receive compensation at the rate of time and one-half (1-1/2) their regular scale for all hours worked in addition to holiday pay. Employees called in to work on a holiday shall receive double time in addition to the 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 4/10 or 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. For any of the above Holidays that falls on the regularly scheduled day off for an employee assigned a 4/10 or 5-2/5-2 schedule, the employee should move the 8.25 hours of Holiday time to a scheduled work-day during the same pay period of the recognized holiday. Any additional time on the shift the Holiday time is moved to must be accounted for through the use of benefit time or additional hours worked within the same pay period of the recognized holiday. The made up hours will not be eligible to be paid as overtime even if another provision of this agreement would make them eligible for overtime payment.

Section 5. If any Holiday, identified in Section 1, falls on the regularly scheduled day off

for an employee assigned a 4/10 or 5-2/5-2 schedule, and the employee is called in to work on the Holiday the employee shall receive double time for the time worked on the Holiday.

Section 6. Employees will receive a total of 16.5 hours of floating holiday prorated for any new employee such that an employee starting before July 1 of a year receives 16.5 hours and any employee starting July 1 or later receives 8.25 hours for that year. 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 XVII - 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 XVIII - 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.

ARTICLE XIX-WAGES AND CLASSIFICATIONS

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

Hourly Rates

Months' Experience	1/1/2026	7/1/2026	1/1/2027	7/1/2027	1/1/2028	7/1/28
		2%+\$2.50	2%	2%	2%	2%
0-72	45.48	46.39	47.32	48.27	49.23	50.22
72+	46.34	47.27	48.21	49.18	50.16	51.16

ARTICLE XX- EDUCATION INCENTIVE PROGRAM

Section 1:

The following monthly incentive pay will be awarded for education achieved:

Bachelor's Degree:	\$25.00
Master's Degree:	\$35.00
Doctorate:	\$45.00

Section 2: The 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 XXI - SPANISH FLUENCY STIPEND

The City will pay an annual stipend of One thousand five hundred dollars and no/100 (\$1,500.00) 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 XXII-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 rights cumulatively, and without interruption. The City will provide an employee on a military duty Leave of Absence with the following benefits to a maximum leave of four months in any 12-month period:

- Employer health insurance premium contribution or monthly insurance buy-out incentive
- Vacation time accrual
- Holiday pay if a holiday falls within the four months
- All other employee-paid insurance will continue with premiums paid to the City

Once an employee has been on a Leave of Absence for four months, the City-provided benefits change in the following ways:

- All insurance premiums can continue at the employee's request and shall be responsible for paying the full premium and remitting to the City on a monthly basis or prepaid for a predetermined length of time.
- Insurance buy-out (if eligible) stops
- Vacation time and sick time accrual stops
- No holiday time is paid

All employee benefits will be restored upon the employee's first working day following the Leave of Absence.

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 in a calendar year. Additional time needed for deployment will be taken by the employee utilizing benefit time or unpaid, at the employee's discretion.

ARTICLE XXIII — 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 XXIV - RESIDENCE

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

ARTICLE XXV - 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 XXVI- SENIORITY:

Section 1: Seniority shall be defined as follows: City seniority is that length of time which is accrued since the last date of hire with the city and shall be used in determining the amount of vacation days that the employee is eligible for. Department seniority shall be defined as the length of time since the last date of hire as a sworn officer with the police department and shall be used in determining vacation selection and assignment of overtime duties. Bargaining unit seniority and shall be defined as the total cumulative time of employment while covered by this agreement. Bargaining unit seniority shall be used for shift selection. Records indicating seniority shall be maintained and the association shall receive a copy of the seniority list upon request.

Section 2: 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.

Section 3: 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 four Hourly Rate Steps (under Article XIX-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 XXVII - 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 1st, 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 XXVIII - BEREAVEMENT LEAVE

Section 1. 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, 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.

Section 2. 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.

Section 3. 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.

Section 4. Extension of bereavement leave shall only be granted in writing by the Chief of Police and approved by the City Manager.

Section 5. Such leave shall be regarded as time worked in computing overtime for the workweek in which any such days fall.

ARTICLE XXIX- 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 may participate in the physical fitness incentive program once per year 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. Employees shall be provided with at least ten (10) days' written notice prior to any scheduled physical fitness incentive program.

Section 3. Incentive

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

ARTICLE XXX- 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 12:00 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 12:00 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 12:00 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 12:00 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 overtime. 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 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.
- (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 XXXI- TERMINATION

This agreement shall go into effect on January 1, 2026, and continue until December 31, 2028. Thereafter the agreement 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 that constitute mandatory subjects of bargaining 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS the 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
SUPERVISORS ASSOCIATION

BY: _____
John Weidl, City Manager

BY: _____
Association Representative

BY: _____
Heather Boehm, City Clerk

BY: _____
WPPA/LEER Representative

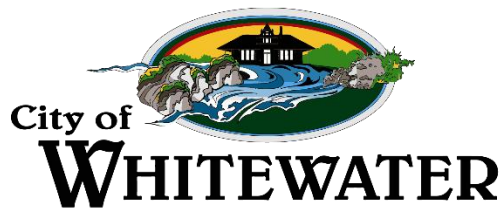


EXHIBIT A

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.

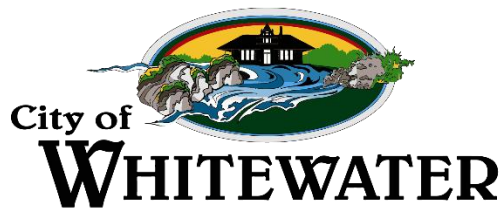
2. **AGILITY RUN.** The physical agility run measures coordinated movement and speed. It is an important area for performing tasks requiring quick movements around obstacles.

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.

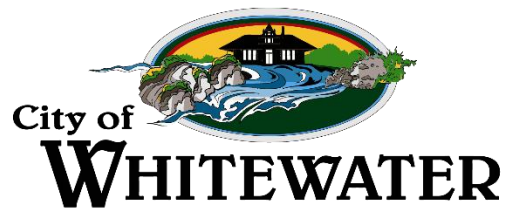
- 5. PUSH-UP TEST.** The push-up test measures the muscular endurance of the upper body (chest, shoulders, and triceps). This is an important area for many tasks including use of force, lifting, carrying, and pushing.

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