



Bargaining Committee Agenda March 1, 2022 6:00 PM

Civic Center
3400 E. Howard Avenue
St. Francis, WI 53235

Roll Call:

Alderspersons Brickner, Fliss, Wattawa

1. Call to Order
2. Minute Approval
 - December 14, 2021 - [Bargaining Minutes 12-14-2021](#)
3. Discussion and Action Items:
 - Agreement between City of St. Francis and the St. Francis Professional Police Association Local 217 of the Labor Association of Wisconsin, Inc. – 01/01/2022 – 12/31/2024 - [St Francis Police 2022-2024 Draft Final](#)
4. Adjourn to Closed Session: Roll Call Vote Required:

19.85 Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – Collective Bargaining Agreement – St. Francis Professional Police Association Local 217

5. Reconvene into Open Session Upon conclusion of the closed session item, the Committee will reconvene into open session prior to acting on any matter that needs to be acted upon in open session
6. Adjourn

PUBLIC NOTICE

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public hearings, which have a qualifying disability under the Americans with Disabilities Act. Requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the St. Francis City Clerk at 481-2300 Extension #4305. The meeting room is wheelchair accessible from the east and west entrances.

NOTE: There is a potential that a quorum of the Common Council may be present.

MINUTES OF THE BARGAINING COMMITTEE MEETING HELD DECEMBER 14, 2021

Present: Alderman Brickner, Alderman Wattawa and Alderwoman Fliss

Also Present: City Administrator Johnsrud, City Clerk/Treasurer Uecker, City Attorney Alexy

Chair Wattawa called the meeting to order at 6:32 p.m.

Moved by Alderman Brickner, seconded by Alderwoman Fliss to place on file the minutes of the Bargaining Committee meeting held November 16, 2021. Motion carried.

Moved by Alderman Brickner, seconded by Alderwoman Fliss to adjourn to Closed Session pursuant to Wisconsin Statutes 19.85(1) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – Collective Bargaining Agreement – St. Francis Professional Police Association Local 217. The following voted “aye”: Alderman Wattawa, Alderwoman Fliss and Alderman Brickner. Motion carried.

Time: 6:33 p.m.

Moved by Alderwoman Fliss, seconded by Alderman Brickner to adjourn. Motion carried.

Time: 6:55 p.m.

AGREEMENT

BETWEEN

CITY OF ST. FRANCIS

AND

***THE ST. FRANCIS PROFESSIONAL POLICE ASSOCIATION
LOCAL 217***

OF THE

LABOR ASSOCIATION OF WISCONSIN, INC.

January 1, 2022 - December 31, 2024

1 **PREAMBLE**

2 This agreement, made and entered into at the City of St. Francis by and between the
3 City of St. Francis, a municipal corporation hereinafter referred to as “City” and certain
4 employees (hereinafter collectively referred to as “employees” or “police officers”) of the St.
5 Francis Police Department represented by the Labor Association of Wisconsin, Inc., hereinafter
6 referred to as the “Association”.

7
8 **ARTICLE I - INTENT AND PURPOSE**

9 **Section 1.01 - Intent:** It is the intent that the following agreement shall be an
10 implementation of the provisions of Section 111.70 of Wisconsin Statutes, consistent with the
11 Legislative Authority, which devolves upon the City of St. Francis, the Statutes, and in so far as
12 applicable, the rules and regulations relating to or promulgated by the St. Francis Common
13 Council.

14 **Section 1.02 - Purpose:** Both parties to this Agreement are desirous of reaching an
15 amicable understanding with respect to the employer-employee relationship which exists
16 between them and to enter into an agreement covering rates of pay, hours of work and
17 conditions of employment.

18
19 **ARTICLE II - RECOGNITION**

20 **Section 2.01 – Certification of Representation:** The City recognizes the Labor
21 Association of Wisconsin, Inc. as the exclusive bargaining representative of all regular full-time
22 and regular part-time employees in the City of St. Francis Police Department who have powers
23 of arrest, excluding supervisory, confidential, and managerial employees, for the purpose of
24 negotiations relating to wages, hours and conditions of employment.

25
26 **ARTICLE III - MANAGEMENT RIGHTS**

27 **Section 3.01 – Management Rights:** The Association recognizes the prerogatives of the
28 City to operate and manage its affairs in all respects in accordance with its responsibility and

1 powers or authority which the City has not officially abridged, delegated, or modified by the
2 Agreement and such powers or authority are retained by the City. These management rights
3 include but are not limited to the following: the right to plan, direct and control the operation
4 of the work force, determine the size and composition of the work force, to hire, to lay off, to
5 make job assignments within the normally scheduled shift, to discipline or discharge for just
6 cause, to establish and enforce reasonable rules of conduct, to introduce new or improved
7 methods of operation, to determine and uniformly enforce minimum standards of performance
8 and to provide health insurance benefits in accordance with the Affordable Care Act and the
9 2011 Wisconsin Act 10, all of which shall be in compliance with and subject to the provisions of
10 this Agreement.

11
12 **ARTICLE IV - DUES DEDUCTION**

13 **Section 4.01: Membership:** Membership in the Association is not compulsory. A police
14 officer may join the Association and maintain membership therein consistent with its
15 constitution and by-laws. No police officer will be denied membership because of race, color,
16 creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations
17 Commission to suspend the application of this article wherever the Commission finds that the
18 Association has denied a police officer membership because of race, color, creed or sex.

19 **Section 4.02 - Representation:** The Association will represent all of the police officers in
20 the bargaining unit, members and non-members, fairly and equally.

21 **Section 4.03 - Deductions:** The City agrees to deduct the amount of dues certified by
22 the Association as the amount uniformly required of its members from the earnings of the
23 police officers affected by this Agreement, and pay the amount so deducted to the Association
24 as close as possible to the end of the month in which such deduction is made. The Association
25 agrees to provide the City with a dues withdrawal authorization form signed by each member
26 prior to dues being withheld from the member's paycheck.

1 **ARTICLE V - GRIEVANCES**

2 **Section 5.01: Definition:** Only matters involving the interpretation, application or
3 enforcement of the terms of this Agreement shall constitute a grievance.

4 **Section 5.02: Procedure:** Any grievances which may arise between the City and a police
5 officer or police officers or between the City and the Association shall be handled in the
6 following manner. All grievances shall be in writing at all steps.

7 **Step One.** The aggrieved employee shall submit the grievance in writing to the
8 employee's Shift Sergeant if in the Patrol Division, or to the Captain if the employee is in the
9 Investigative Division, within seven (7) working days of the alleged incident or within seven (7)
10 working days of the aggrieved being aware of the violation, but not more than thirty (30) days
11 from the day of the occurrence of the incident. Any grievance not reported or filed within the
12 time limits set forth above shall be invalid.

13 **Step Two.** If a satisfactory settlement is not reached within three (3) working days after
14 the grievance is received by the assigned Shift Sergeant or Captain, the employee involved and
15 his representative shall present the grievance to the Chief of Police.

16 **Step Three.** If a satisfactory settlement is not reached as outlined in step two within
17 three (3) working days after the grievance is received by the Chief of Police, the employee
18 and/or his representative shall present the grievance to the Bargaining Committee of the
19 Common Council through the City Administrator's office. A meeting shall be held within ten
20 (10) working days of receipt of the written request from the other party. The Bargaining
21 Committee shall respond in writing within fifteen (15) working days after said meeting.

22 **Step Four.** If the grievance is not settled in step three of the Grievance Procedure, the
23 parties shall each select three (3) arbitrators from the staff of the Wisconsin Employment
24 Relations Commission (WERC). From these six (6) arbitrators, five (5) names will be drawn at
25 random. The parties will then proceed to alternately strike from that panel until an arbitrator is
26 elected. The order of striking shall be determined by lot. The parties shall jointly submit a
27 request to the WERC for the appointment of the agreed upon arbitrator. The Association shall
28 pay any required filing fee. The WERC shall be notified of the selection of an arbitrator within

1 three (3) working days.

2 **Section 5.03 - Hearing:** The arbitrator so selected shall hold a hearing at a time and
3 place convenient to the parties and shall take such evidence as in his judgment is appropriate
4 for the disposition of the dispute. Statements of position may be made by the parties and
5 witnesses may be called. The arbitration award shall be reduced to writing and submitted to
6 the respective parties.

7 **Section 5.04 - Binding:** The arbitrator shall neither add to, detract from, nor modify the
8 language of this Agreement in arriving at a determination of any issue presented for final and
9 binding arbitration. The decision of the arbitrator shall be final and binding on the parties.

10 **Section 5.05 - Arbitrable:** If any issue is questioned on its arbitrability, the arbitrator
11 shall have the authority to determine whether or not the dispute is arbitrable. Once it is
12 determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this
13 article to determine the merits of the dispute and his decision shall be final and binding on the
14 parties.

15 **Section 5.06 - Expenses:** The expense of a transcript of the arbitration proceedings shall
16 be borne by the parties equally. However, the expenses relating to the calling of witnesses, the
17 obtaining of depositions, attorney fees, or any other similar expenses shall be borne by the
18 party at whose request such expenses are required.

19 **Section 5.07 – Time Limits:** The time limits mentioned above may be extended by
20 mutual consent of the parties. Reference to working days reflect Monday through Friday,
21 excluding Saturday, Sunday and Holidays.

22

23

ARTICLE VI - WAGES

24 **Section 6.01:** The parties agree that the wages paid to the employees covered by this
25 Agreement shall be in accordance with the wage schedule hereafter set forth. The following is
26 the monthly rate of pay per classification step:

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Effective 1/1/22 – 2.0% Across the Board

Classification	Monthly	Hourly
Patrol Officer – 1 st 6 months	\$4,211.34	\$24.30
Patrol Officer – Next 18 months	\$5,229.87	\$30.17
Patrol Officer – After 2 years	\$5,987.48	\$34.55
Patrol Officer – After 3 years	\$6,513.17	\$37.58
Patrol Officer – After 4 years	\$6,710.30	\$38.71
Patrol Officer – After 5 years	\$6,911.31	\$39.87
Detective – Starting	\$7,527.83	\$43.43
Detective – After 1 year	\$7,587.75	\$43.78

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Effective 7/1/22 – 1.0% Across the Board

Classification	Monthly	Hourly
Patrol Officer – 1 st 6 months	\$4,253.45	\$24.54
Patrol Officer – Next 18 months	\$5,282.17	\$30.47
Patrol Officer – After 2 years	\$6,047.35	\$34.90
Patrol Officer – After 3 years	\$6,578.30	\$37.96
Patrol Officer – After 4 years	\$6,777.40	\$39.10
Patrol Officer – After 5 years	\$6,980.42	\$40.27
Detective – Starting	\$7,603.11	\$43.86
Detective – After 1 year	\$7,663.63	\$44.22

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Effective 1/1/23 – 2.00% Across the Board

Classification	Monthly	Hourly
Patrol Officer – 1 st 6 months	\$4,338.52	\$25.03
Patrol Officer – Next 18 months	\$5,387.81	\$31.08
Patrol Officer – After 2 years	\$6,168.30	\$35.60
Patrol Officer – After 3 years	\$6,644.08	\$38.72
Patrol Officer – After 4 years	\$6,912.95	\$39.88
Patrol Officer – After 5 years	\$7,120.03	\$41.08
Detective – Starting	\$7,755.17	\$44.74
Detective – After 1 year	\$7,816.90	\$45.10

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8

Effective 7/1/23 – 1.0% Across the Board

Classification	Monthly	Hourly
Patrol Officer – 1 st 6 months	\$4,381.91	\$25.28

Patrol Officer – Next 18 months	\$5,441.69	\$31.39
Patrol Officer – After 2 years	\$6,229.98	\$35.96
Patrol Officer – After 3 years	\$6,710.52	\$39.10
Patrol Officer – After 4 years	\$6,982.08	\$40.27
Patrol Officer – After 5 years	\$7,191.23	\$41.49
Detective – Starting	\$7,832.72	\$45.19
Detective – After 1 year	\$7,895.07	\$45.55

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Effective 1/1/24 – 2.0% Across the Board

Classification	Monthly	Hourly
Patrol Officer – 1 st 6 months	\$4,469.55	\$25.79
Patrol Officer – Next 18 months	\$5,550.52	\$32.02
Patrol Officer – After 2 years	\$6,354.58	\$36.68
Patrol Officer – After 3 years	\$6,884.73	\$39.88
Patrol Officer – After 4 years	\$7,121.72	\$41.08
Patrol Officer – After 5 years	\$7,335.05	\$42.32
Detective – Starting	\$7,898.37	\$46.09
Detective – After 1 year	\$8,052.97	\$46.46

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Effective 7/1/24 – 1.0% Across the Board

Classification	Monthly	Hourly
Patrol Officer – 1 st 6 months	\$4,514.25	\$26.05
Patrol Officer – Next 18 months	\$5,606.03	\$32.34
Patrol Officer – After 2 years	\$6,418.13	\$37.05
Patrol Officer – After 3 years	\$6,953.58	\$40.28
Patrol Officer – After 4 years	\$7,192.94	\$41.49
Patrol Officer – After 5 years	\$7,408.40	\$42.74
Detective – Starting	\$7,977.35	\$46.55
Detective – After 1 year	\$8,133.50	\$46.92

5

6 **Section 6.02 - Shift Commander Pay:** In the absence of the Sergeant, a shift commander
7 is to be designated by the Chief of Police. When this “said” officer of a shift is required to act as
8 Shift Commander for two (2) or more hours, he shall be compensated at a rate of pay equal to
9 that of Police Sergeant in the same grade. Said patrol officer, when acting as Shift Commander,
10 shall have the same duties and responsibilities as a Police Sergeant.

1 **Section 6.03 – Called to Duty:** On each occasion an off-duty police officer is summoned
2 to duty outside the officer’s normal work shift, the officer shall receive and be paid a minimum
3 of two (2) hours “call-in” time, compensated at one and one-half (1-1/2) times their normal
4 hourly rate. Management reserves the right to require any officer called to duty under this
5 subsection to work the full two (2) hours of “call-in” time, compensated at one and one-half (1
6 1/2) times their normal hourly rate. Any officer who is ordered to duty before their work shift
7 or stays after their work shift shall not receive the minimum two (2) hours of “call-in” time pay
8 but shall be paid for actual hours worked at one and one half (1-1/2) times their normal hourly
9 rate.

10 **Section 6.04 - Overtime:** When required to work in excess of the normal work day as set
11 forth in Section 7.03 of the Agreement, excluding required roll call time, overtime pay shall be
12 granted and paid at the rate of time and one-half (1-1/2) times the regular rate. Police officers
13 are not permitted to work or volunteer for duty on their regular scheduled off days so as to
14 cause them to be on duty for more than eleven (11) days without the written permission of the
15 Chief of Police or his authorized representative. The eleven (11) days rule shall not apply to
16 court ordered appearances, training or in case of emergency declared by the Mayor or Chief of
17 Police or his authorized representative.

18 **Section 6.05 - Compensatory Time Off:** Subject to the needs and requirements of the
19 City, the concept of “compensatory time off” is recognized. Participation in the compensatory
20 time-off program by the officer is voluntary and will not deny an officer any overtime wages.
21 Compensatory time will be used to compensate an officer for time worked beyond the normal
22 duty schedule and will be given in the form of time-off from work instead of wages, calculated
23 at the appropriate rate. An officer may divide the overtime between compensatory time-off
24 and overtime pay as the officer sees fit. Compensatory time-off shall be approved provided the
25 following requirements are met. Requests for compensatory time off shall be submitted as
26 follows:

- 27 a) The Chief of Police, Captain, Shift Sergeant or Acting Shift Commander has the
28 authority and responsibility to approve or disapprove requests for compensatory

1 time-off of officers assigned to his shift. Officers must have the approval of their
2 regular Shift Sergeant; the Detective must have the approval of the Chief of
3 Police, Captain, Detective, Shift Sergeant or Acting Shift Commander. In the
4 absence of the approving authority, the next level in the chain of command may
5 be sought for approval. Requests for compensatory time-off must be made at
6 least twenty-four (24) hours in advance of the shift and in writing to the proper
7 party. The Mayor or Chief of Police, Captain of Police, or Sergeant shall have the
8 right to deny or cancel compensatory time-off already approved in the event of
9 an emergency or other justifiable occurrence, including but not limited to the
10 manning requirements of the department.

- 11 b) Regular officers will not be used as replacements.
- 12 c) An individual officer may not accumulate more than one hundred (100) hours of
13 compensatory time due in his account.
- 14 d) Officers may transfer compensatory time from one to each other's account with
15 the approval of the Chief of Police.
- 16 e) Compensatory time off will not be allowed unless the officer has accumulated
17 sufficient time in his account.

18 **Section 6.06 – Probationary Period:** Newly appointed Detectives shall serve a twelve
19 (12) month probationary period consistent with Article XIX, Section 19.01(b).

20 **Section 6.07 – Deferred Compensation:** A police officer may elect, pursuant to Section
21 40.81, Wisconsin Statutes, to defer from each paycheck due him/her, a specified amount by
22 having the City deduct such amount from his/her paycheck. The amounts so deducted from a
23 police officer's paycheck shall be deposited by the City to the account of the police officer in an
24 institution designated by the Employer for accumulation and earning under the deferred
25 compensation plan provided by the deferred compensation provider selected by the police
26 officer. The amount so deferred shall be ordered by a written direction by the police officer to
27 the City.

28 A police officer participating in the deferred compensation plan may change the amount

1 of the deduction by the City or eliminate it by giving written notice thereof to the City at least
2 thirty (30) days in advance. A police officer desiring to withdraw from the plan shall give the
3 deferred compensation plan provider such prior notice as the provider may from time to time
4 require.

5 **Section 6.08 – On Call:** Detectives shall receive an additional 1 hour of straight-time pay
6 per pay period the detective is on call.

7 The On-Call Detective shall be available to be called in outside of their shift, and shall
8 respond within a reasonable amount of time. The On-Call Detective shall remain “fit-for-duty”
9 while on-call.

10 A Detective who is called to duty beyond their shift, shall receive compensation
11 calculated at one and one (1 ½) times the Detective’s hourly rate.

12
13 **ARTICLE VII - HOURS OF WORK**

14 **Section 7.01 - Work Day:** The normal work day for regular full-time police officers in the
15 Patrol Division, including roll call, shall consist of eight hours and twenty-four minutes. The
16 normal workday for regular full-time Detectives in the Detective Division, including roll call,
17 shall consist of eight (8) hours.

18 **Section 7.02 - Shifts:** The work shifts including roll call for full time police officers in the
19 Patrol Division shall begin and end as follows:

20	Day Shift -	7:36 A.M. to 4:00 P.M.
21	Evening Shift -	3:36 P.M. to 12:00 Midnight
22	Night Shift -	11:36 P.M. to 8:00 A.M.

23
24 The work shifts including roll call for full-time Detectives in the Detective Division shall begin
25 and end as follows:

26		
27	Day Shift-	7:36 A.M. to 3:36 P.M.

28 Detectives shall have the ability to flex their hours, which shall be mutually agreed upon
29 between the employee and their Supervisor. Hours of work may also be flexed based upon the
30 needs of the department.

31 **Section 7.03 – Work Schedule:** The normal work week schedule for regular full time

1 police officers in the Patrol Division will be four (4) days of work followed by two (2) off days,
2 eight hours and twenty-four minutes per day (8.4), then repeating the cycle.

3 The normal work week schedule for regular full-time detectives in the Investigations
4 Division will be five (5) days of work, Monday through Friday, followed by two (2) off days, eight
5 hours per day (8.0) then repeating the cycle.

6 **Section 7.04 - Lunch Breaks:** Regular full-time police officers and detectives shall be
7 entitled to a twenty (20) minute lunch break, with pay, during the course of their shift. Such
8 break shall be determined by the shift sergeant and the officer shall be subject to call during
9 such break. **Section 7.05 – Modification Provision:** Nothing contained herein shall prevent
10 the Chief of Police from modifying the provisions of this Article to meet the needs of the
11 Department.

12 13 **ARTICLE VIII - HOLIDAYS**

14 **Section 8.01 – Paid Holidays:** Each regular full-time police officer shall be entitled to
15 and paid for ten (10) unspecified holidays at the regular rate, to be paid in a lump sum by
16 separate check on the first pay period in December. As to new or terminated regular full-time
17 employees, such holiday pay shall be prorated and paid in the ratio that the period of
18 employment bears to the entire year. Not more than six (6) holidays may be taken as
19 scheduled duty days off in lieu of pay consistent with the minimum manning requirement of
20 the Department and needs of the Department. Not more than one (1) holiday may be taken in
21 conjunction with a vacation period unless otherwise authorized by the Chief of Police.

22 23 **ARTICLE IX - CLOTHING ALLOWANCE**

24 **Section 9.01 – Clothing Allowance:** A clothing allowance of six hundred fifty dollars
25 (\$650.00) in 2019, thereafter per year shall be paid to each officer (after two [2] years of service
26 with the City) on the first pay period in December. Any change in the uniform shall be paid by
27 the Employer.

28 **Section 9.02 – Damaged Clothing:** For regular full-time and regular part-time police
29 officers, any article of clothing or equipment damaged in the line of duty shall be replaced by

1 the City, but only in the event such damage is not recoverable by court action. Such claims
2 must be verified by police reports submitted to and approved by the Chief of Police. No claims
3 shall be paid prior to submission to the court for restitution.

4 **Section 9.03 – Protective Clothing:** The City shall provide all officers with body armor
5 having a threat level of no less than IIIA and shall meet NIJ standards. Vests shall be replaced in
6 accordance with the manufacturer’s recommendations at no cost to the employee.

7 **Section 9.04 – Duty Weapon:** The City shall provide all police officers with a duty
8 firearm upon hire at no cost to the employee. Police officers hired prior to January 1st, 2005,
9 who did not have their duty firearm purchased by the City, may elect to turn their current duty
10 firearm over to the City, and receive a one-time reimbursement check from the City in the
11 amount of \$300.00, or may elect to keep the duty firearm they purchased and have a new duty
12 firearm purchased for them by the City. Any firearm purchased by the City, in whole or part,
13 will remain property of the City.

14
15 **ARTICLE X - GLASSES**

16 **Section 10.01 – Prescription Safety Glasses Reimbursement:** The City shall contribute
17 up to a maximum of Ninety dollars (\$90.00) for prescription safety glasses and eye exam
18 (excluding contact lenses) actually purchased. Receipt for payment of such glasses shall
19 accompany the request for reimbursement. The City shall pay for the cost of repair or
20 replacement to safety glasses for damage caused in the line of duty, subject to the approval of
21 the Chief of Police, but only in the event such damage is not recoverable by court action. Such
22 claims must be verified by police reports submitted to and approved by the Chief of Police. No
23 claims shall be paid prior to submission to the courts for restitution.

24
25 **ARTICLE XI - VACATIONS**

26 **Section 11.01 - Entitlement:** Each regular full-time police officer shall be entitled to the
27 following vacation with pay:

28 Ten (10) working days after one (1) complete year of service

29 Fifteen (15) working days after seven (7) complete years of service

1 Twenty (20) working days after thirteen (13) complete years of service

2 Twenty-five (25) working days after twenty-one (21) complete years of service

3 **Section 11.02 - Seniority:** Vacations shall be selected by seniority in accordance with
4 Section 17.01 of this Agreement consistent with the requirements of the Department. A police
5 officer shall select one (1) two (2) week period or two (2) one (1) week periods. After the initial
6 selections, police officers shall select the remaining vacation weeks available to them. An
7 officer entitled to more than two (2) vacation weeks shall have the option of selecting the final
8 three (3) weeks' vacation one (1) day at a time, in accordance with this provision.

9 **Section 11.03 – Calendar Year:** Police officers shall take and use their vacations
10 between January and December of each year. An incentive will be provided to employees who
11 reside within the corporate limits of St. Francis to cash out up to two (2) weeks of vacation each
12 year.

13 **Section 11.04 - Proration:** New police officers will not be eligible for vacation benefits
14 until they have completed one (1) full year of satisfactory employment. Thereafter, police
15 officers in switching from anniversary year to calendar year, for the purpose of computing
16 vacation time, will have their vacation time prorated according to the proposition that their
17 anniversary date bears to the end of the year. The formula will be based upon a three hundred
18 and sixty-five (365) day year.

- 19 a) Count the days left in the year from the anniversary date to the end of the year.
20 b) Proportion such days to the full year and that is the vacation allowable to the
21 end of the year. This will apply in the year that a conversion is made from an
22 anniversary year to a calendar year.
23 c) If a police officer resigns or is otherwise terminated, unused vacation will be
24 credited in a cash settlement. If the police officer at termination has used more
25 vacation time than the police officer was entitled to, his/her adjustment shall be
26 made from wages or other benefits due the police officer or by cash
27 reimbursement from the employee to the City.
28 d) After conversion is made for any police officer, vacation shall be taken in the

1 calendar year of entitlement.

2 **Section 11.05 - Schedule:** The Chief of Police or his representative shall have a vacation
3 schedule available for the police officers on or before December 1st, so that vacation selection
4 can be made for the following year. Five (5) day vacation blocks shall be finalized by December
5 31st of said year. Thereafter, vacations shall be awarded on a first come, first served basis.

6
7 **ARTICLE XII - HEALTH AND WELFARE INSURANCE**

8 **Section 12.01 - Health Insurance Coverage:**

- 9 a) The City of St. Francis shall provide health insurance coverage to full-time
10 employees in accordance with the Affordable Care Act, the Wisconsin Act 10 and
11 the Employee Policy Manual. An incentive will be provided to Police Officers
12 who reside within the corporate limits of St. Francis to reduce the applicable
13 individual and family deductibles by one-half (1/2) on an annual basis.
- 14 b) Employees shall pay fourteen percent (14%) of the monthly health insurance
15 premiums.
- 16 c) If an employee elects not to have the City pay the health insurance premium, the
17 City will provide benefit under the current opt-out plan in accordance with
18 Section 4.2 of the General Employee Benefits within the General Employee
19 Police Manual adopted by the Common Council.
- 20 e) In the event of a "line of duty" death of a police officer the City will allow the
21 surviving spouse and dependent children of the police officer to remain under
22 the City's health insurance plan for a period of eighteen (18) months following
23 the death. The City will pay the entire premium of the health plan for the first
24 twelve (12) months following the death and the spouse will be responsible for
25 the entire cost of the premium for months thirteen (13) through eighteen (18) if
26 the spouse chooses to stay in the City's plan.
- 27 f) The City shall provide an Internal Revenue Service Section 125 Plan for
28 employees to claim deductions authorized under the plan.

1 **Section 12.02 - Life Insurance:** The City shall pay the full cost of a police officer's life
2 insurance premium under the present plan, not to exceed forty-two dollars (\$42.00) per month.

3 **Section 12.03 -Disability Insurance:** The parties agree that a disability insurance
4 program (non-occupation) shall be in effect for all employees covered by this Agreement. The
5 City will pay seventy-five percent (75%) of the premium for such long-term disability insurance
6 and the individual employee covered under this Agreement is to pay the remaining twenty-five
7 percent (25%) through payroll deduction.

8 The City reserves the right to designate the insurance carrier and agrees the waiting
9 period for coverage shall not be more than sixty (60) calendar days from the commencement of
10 any covered disability. Monthly benefits shall be sixty percent (60%) of the monthly base wages
11 (173-1/3 hours X base hourly rate), not to exceed one-thousand dollars (\$1000.00) per month
12 for a period up to fifty-two (52) weeks. All other terms of the policy as set forth in the policy
13 that was in effect as of January 1, 2002 shall be maintained. In the event an employee is
14 eligible for payment under the above disability insurance program, such employee shall be
15 ineligible to use sick leave provided for in Section 15.01.

16 **Section 12.04 - Retirees Insurance:** For police officers hired prior to January 1, 2015,
17 the City agrees that employees who meet one of the following eligibility criteria
18 shall be eligible for continued coverage in a health insurance plan offered by the
19 City, as specified in Section 12.01, until the retiree is Medicare eligible: 1)
20 Employees who retire with fifteen (15) or more years of service who retire under
21 the Wisconsin Retirement System after age fifty (50) but before their fifty-third
22 (53) birthday (an "early retirement", or 2) Employees who retire with fifteen (15)
23 years of service to the City under the Wisconsin Retirement System at age fifty-
24 three (53) (a "normal retirement"); or 3) Employees who retire due to a disability
25 (a "disability retirement") in this paragraph are subject to the following terms: a)

26 For an early retirement, the City will pay the equivalent of fifty percent
27 (50%) of the monthly health insurance premium while the retiree is on the City's
28 health insurance plan and the amount of the City's premium contribution shall

1 be frozen at a fixed dollar amount at the time of retirement until Medicare
2 eligible.

3 b) For normal retirement, the City will pay the equivalent of eighty percent (80% of
4 the monthly health insurance premium while the retiree is on the City's health
5 insurance plan and the amount of the City's premium contribution shall be
6 frozen at a fixed dollar amount at the time of retirement until Medicare eligible.

7 c) For a disability retirement, the City will pay the equivalent of forty five percent
8 (45%) of the monthly premium while the retiree is on the City's health insurance
9 plan and the amount of the City's premium contribution shall be frozen at a fixed
10 dollar amount at the time of retirement until Medicare eligible.

11 c) The coverage will be for retired employees and "family". Family as defined in the
12 health plan in effect at the time of retirement. In the event of a change of status
13 from family to single, the amount of dollars will reflect such a change.

14 d) The retiree is responsible for completing any necessary paperwork, applications
15 and/or health assessment surveys that all employees, covered under the plan,
16 are required to complete to evaluate health plan coverage.

17 e) Health insurance coverage will include a retiree's spouse or dependents after
18 his/her death for ten (10) years from the date of retirement. Provided however,
19 health insurance coverage will terminate if the spouse becomes Medicare
20 eligible, gains employment or remarries and obtains equal or better health
21 insurance coverage. Equal or better insurance coverage is defined as health plan
22 coverage that the retiree's spouse voluntarily enrolls into thereby accepts the
23 coverage as equal or better than coverage provided by the City.

24 f) Coverage would not include a retiree who gains other employment and obtains a
25 health plan of equal or better benefits. Equal or better insurance coverage is
26 defined as health plan coverage that the retiree voluntarily enrolls into and
27 thereby accepts the coverage as equal or better than coverage provided by the
28 City, then the City's obligation to pay for and provide retiree health insurance, or

1 provide reimbursements described in paragraph 12.04(g) shall cease for the
2 duration of the coverage. At such time as the retiree no longer receives health
3 insurance coverage through employment, he or she may receive the
4 reimbursements described under paragraph 12.04(g) or may participate again
5 within the City's health insurance plan under terms of 12.04(a) or 12.04(b) or
6 12.04(c) under the then current premium co-payment and benefit levels, term
7 and conditions for employees retiring on that re-enrollment date, if allowed by
8 the insurance carrier, until Medicare eligible. For disability retirement, coverage
9 would be reduced for outside employment as outlined in Wisconsin Statutes
10 40.65. The employee must provide a copy of a required statement to trust fund
11 annually to the City. This section does not apply to any health insurance
12 coverage obtained or provided by the retiree's spouse.

13 g) A retired employee who would move outside the coverage area or elects not to
14 participate in the City's current plan as approved by resolution of the Common
15 Council would be allowed a cash payment from the City based on 12.04(a) or
16 12.04(b) or 12.04(c) until Medicare eligible. The cash payment shall be for the
17 reimbursement of any "out of pocket" premium costs by the employee on an
18 after-tax basis. Retirees must provide proof of payment prior to reimbursement
19 under this paragraph. Plan deductibles and co-pays are not eligible for
20 reimbursement. Reimbursements may be handled monthly by a third-party
21 provider or by the City directly. Once a retiree elects not to participate in the
22 City's current plan, they are no longer eligible to re-enroll in the City's offered
23 plan at a later date except as provided in 12.04(f).

24 h) Retirees who are eligible for continued coverage on the City's health insurance
25 plan will be eligible for the benefit coverage as provided to current full-time
26 employees by resolution of the Common Council annually.

27 For police officers hired on or after January 1, 2015, the City agrees that employees who
28 meet one of the following eligibility criteria shall be eligible for continued coverage in a health

1 insurance plan offered by the City, as specified in 12.01, until the retiree is Medicare eligible: 1)
2 Employees who retire with fifteen (15) years of service to the City under the Wisconsin
3 Retirement System after age fifty (50) but before their fifty-third (53) birthday (an “early
4 retirement”); or 2) Employees who retire with fifteen (15) years of service who retire under the
5 Wisconsin Retirement System at age fifty-three (53) (a “normal retirement”); or 3) Employees
6 who retire due to a disability (a “disability retirement”) in this paragraph are subject to the
7 following terms:

8 a) The City shall pay into a post-employment Health Reimbursement Account (HRA)
9 for health reimbursement benefits including, but not limited to, post-
10 employment health insurance premiums of the employee in the amount of one
11 hundred fifty dollars (\$150.00) per pay period. Payments shall be paid in
12 accordance with the first full pay period following the date of hire. Partial pay
13 period payments shall be prorated based on the date within the pay period from
14 the date of hire to the first pay period. Retroactive payments for current
15 employees shall be paid after the first full pay period following execution of this
16 agreement.

17 b) Retirees who are eligible for continued coverage on the City’s health insurance
18 plan will be eligible for benefit coverage as provided to current full-time
19 employees by resolution of the Common Council annually, subject to the retiree
20 contributing 100% of the health insurance premium monthly. Retiree must
21 apply for Medicare Part A and B when eligible.

22 c) Participation in the City health insurance is strictly voluntary and is available for
23 the retiree and family until Medicare eligible. A retiree’s spouse or dependents
24 are eligible to participate in the City health insurance plan after the retiree’s
25 death for a period of ten (10) years from the date of retirement or until
26 Medicare eligible.

27 d) The City obligation to pay into a post-retirement Health Reimbursement Account
28 (HRA) ends upon termination of employment. Should termination occur prior to

1 eligibility any outstanding balance in the HRA is returned to the City in
2 accordance with the laws that govern Health Reimbursement Accounts.

3 **Section 12.05 - Dental Insurance:** The City will contract for a dental plan and the
4 employee will have the option to pay the premium for this benefit. Further, the City agrees to
5 contribute up to three hundred twenty dollars (\$320.00) per family and two hundred thirty
6 dollars (\$230.00) per single employee when the employee presents written evidence of dental
7 cost by the last day of the month of November. Payment will be by voucher check in
8 December. Any employee enrolled in dental insurance in March will qualify for this pay-out
9 without need for verification.

10 **Section 12.06 – Family Employment:** Where husband and wife are employed by the
11 City of St. Francis, either the husband or the wife shall be entitled to one (1) family plan as
12 opposed to being in two (2) family plans. Effective January 1, 2019, the husband or the wife
13 who does not contribute toward the premium of the “family” plan is not eligible for payment
14 under 12.01(c).

15 **Section 12.07 – Vision Insurance:** All police officers will have vision insurance available
16 to them. They will have the option of taking a single plan or a family plan with the premium
17 paid in full by the employee. The Vision Insurance plan shall be provided through the Labor
18 Association of Wisconsin, Inc. (LAW, Inc.) The City agrees that it will allow police officers to pay
19 for the vision insurance pursuant to the conditions set forth in Article IV – Fair Share of the
20 Collective Bargaining Agreement.

21
22 **ARTICLE XIII - PENSION**

23 **Section 13.01 -Wisconsin State Retirement System:** Each regular full-time police officer
24 shall be a participant in the Wisconsin State Retirement System as provided by Wisconsin
25 Statutes, and pursuant to the rules and regulations of such fund. Employees shall pay 100% of
26 the Employee required contribution. The City shall pay the full cost of the Employer’s
27 contribution to such retirement plan.

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ARTICLE XIV - LEAVES OF ABSENCE

Section 14.01 – Sick Leave:

a) For police officers hired prior to January 1, 2015, each regular full-time police officer, after having had one (1) complete year of full-time service, shall be entitled to twelve (12) days sick leave with pay per complete year from date of full-time hire, which sick leave shall not accumulate to more than one hundred and eighty-eight (188) days. A day of sick leave shall be construed to mean one (1) working day. Upon the accumulation of one hundred and eighty-eight (188) sick days, any days that are allocated to a deferred compensation plan shall be paid at seventy-five dollars (\$75.00) per day.

b) For police officers hired on or after January 1, 2015, each regular full-time police officer, after having one (1) complete year of full-time service, shall be entitled to twelve (12) days sick leave with pay per complete year from date of full-time hire, which sick leave shall be construed to mean one (1) working day. Upon accumulation of one hundred (100) sick days, any days that are allocated to a deferred compensation plan shall be paid at seventy-five dollars (\$75.00) per day. Notwithstanding the limits of accumulation of sick leave detailed elsewhere herein, employees may accumulate, beyond one hundred (100) day limit, an additional sixty (60) days (a total of 160 days) of sick leave to be used exclusively in the event of a catastrophic illness or injury that would require the employee to be absent from work for a period longer than one hundred (100) days without repayment of any allocation to deferred compensation by the police officer. The additional sixty (60) days of sick leave accumulated toward the catastrophic illness limit will not be available for sick leave conversion toward termination pay.

c) Police officers shall be allowed to donate sick leave up to forty (40) hours, in any twelve (12) month period, from their accrued sick leave (up to 100 days) to another employee who has exhausted their available sick leave, vacation, personal days and

1 compensatory time due to a period of continued illness, injury or approved absence
2 under the Family and Medical Leave provisions. Donated sick leave cannot be banked
3 toward termination pay or catastrophic leave.

4 **Section 14.02 - Funeral Leave:** Each regular full-time police officer shall receive three
5 (3) consecutive scheduled days off with pay in case of death of his or her immediate family, in
6 conjunction with the funeral. The immediate family is defined as: spouse, children, parents,
7 sisters, brothers, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents,
8 grandchildren, stepparents and stepchildren. Such funeral leave will only be granted upon
9 verification of the death through the police officer's immediate supervisor to the Chief of
10 Police.

11 **Section 14.03 - Personal Leave:** Each full-time police officer shall be granted twenty-
12 four (24) hours of personal leave with pay. Detectives shall be granted forty- eight (48) hours
13 and the ability to earn one (1) additional hour for each "call-in" to duty event under Section
14 6.03 to a maximum of an additional eight (8) hours. , after the first eight (8) call-in events.
15 (Example – twenty (20) "call-in" to duty events would result in an additional eight (8) hours of
16 personal leave with pay (call-in events 9 through 16 earn one (1) additional hour for each
17 event) Said leave must be requested at least twenty-four (24) hours in advance except in
18 emergency conditions.

19 **Section 14.04 - Medical Leave of Absence:** Request for leave of absence without pay
20 for medical reasons shall be made by regular full-time police officers by application as follows:

- 21 a) The applicant shall submit a written request at least fifteen (15) working days
22 prior to the leave.
- 23 b) The application for a leave not to exceed ten (10) consecutive working days shall
24 be made to the Chief of Police or designee. The Chief of Police shall respond in
25 writing within ten (10) consecutive working days after receipt of such request.
- 26 c) For a leave in excess of ten (10) consecutive working days, the police officer shall
27 make his/her request to the Bargaining Committee of the Common Council with
28 a copy to the Chief of Police or designee. The Bargaining Committee shall

1 respond in writing within fifteen (15) consecutive working days after receipt of
2 said request.

3 d) There is a six (6) month limit of this leave of absence provision.

4 e) Failure to comply with the provisions of this article shall subject the police officer
5 involved to disciplinary action. This section shall comply with the Wisconsin
6 Family and Medical Leave Act and the Federal Family and Medical Leave Act.
7 Leave shall be granted consistent with these laws.

8 **Section 14.05 - Leave of Absence Policy:** Leave without pay shall be granted when it is
9 in the best interests of the City and police officer to do so. Requests for leave of absence shall
10 be approved prior to the taking of such leave. When such leave is requested as an extension of
11 sick leave, an acceptable physician's certificate shall be included and must be approved by the
12 Bargaining Committee. At expiration of leave without pay, the police officer shall be reinstated
13 in the position vacated.

14 No credit toward vacation or sick leave shall be earned while a police officer is on leave
15 without pay, but insurance may be retained if the entire premium is paid monthly by the police
16 officer during the calendar months that the employee is off the payroll for the entire month.
17 The City will continue to pay the insurance premiums during the calendar months the police
18 officer is on the payroll over the tenth (10th) of the above stated month. A leave of absence for
19 illness shall not be granted unless a police officer has exhausted all accumulated sick and
20 vacation days. A return to work at an earlier date than scheduled may be arranged by the Chief
21 of Police and the employee. Police officers on leave of absence from the City may not be
22 employed full-time or part-time elsewhere. A police officer, unable to return on the scheduled
23 date, shall be considered to have resigned from City employment unless mutually agreed upon
24 by both parties. This section shall comply with all State and Federal laws on Leaves of Absence.

25 **Section 14.06 - Unauthorized Absence:** An employee who is absent from duty without
26 approval shall receive no pay for the duration of the absence and shall be subject to disciplinary
27 action which may include dismissal.

1 **ARTICLE XV - TERMINATION PAY**

2 **Section 15.01:** Any police officer who shall die, retire, or terminates employment while
3 employed by the City shall be entitled to the following pay:

4 a) **Vacation:** Earned or unused vacation pay to be computed at the rate of regular
5 pay for such period of time to which the police officer would have been entitled.

6 b) **Sick Leave:** Employees with five (5) or more years of service shall be entitled to a
7 credit of one-half (1/2) of his/her accumulated sick leave. The credit shall be at
8 the rate in effect at the time of retirement. In satisfaction of such credit, the
9 amount shall remain on deposit with the City for application to the premium for
10 health insurance. Accumulated sick leave will not be paid if a police officer is
11 dismissed for cause.

- 1 c) **Uniform Allowance:** One twelfth (1/12) of the prevailing unpaid annual uniform
2 allowance through the month of termination.
- 3 d) **Holidays:** Accrued holiday pay shall be paid at the police officer's regular rate of
4 pay.
- 5 e) **Accumulated Overtime:** Earned accumulated overtime and compensatory time
6 shall be paid at the police officer's appropriate rate as set forth in the
7 Agreement.
- 8 f) **Dental:** Dental payment will be calculated at one-twelfth (1/12) of the total
9 amount to month of termination.

10 11 **ARTICLE XVI - DUTY INCURRED DISABILITY PAY**

12 **Section 16.01 – Income Continuation:** Each regular full-time police officer who sustains
13 an injury while performing within the scope of his employment as provided by Chapter 102 of
14 the Wisconsin Statutes (Worker's Compensation Act) shall receive the difference between base
15 salary and Worker's Compensation for the period of time the police officer may be temporarily
16 totally or temporarily partially disabled because of said injury, not to exceed six (6) months
17 from the date of injury. For an additional six (6) month period, such police officer shall receive
18 eighty percent (80%) of base salary. There shall be no deduction of sick leave for the above-
19 mentioned period of disability.

20 21 **ARTICLE XVII - SENIORITY**

22 **Section 17.01 – Departmental Seniority:** Departmental seniority shall be defined as
23 that length of service with the Police Department which is computed as total years, months and
24 days of employment in the Police Department from the first date of such employment or re-
25 employment without a break in service. Departmental seniority shall be used to determine the
26 number of vacation days the employee is eligible for, selection of vacation and the amount of
27 money under the longevity provisions.

28 **Section 17.02 - Classification Seniority:** Classification seniority shall be defined as that

1 time spent in a particular classification as listed in Article VI.

2 **Section 17.03 – Seniority Preference:** Police officers with greater seniority shall, upon
3 written request, have preference in the selection of the various shifts, consistent with the
4 needs of the Department, provided a vacancy exists.

5
6 **ARTICLE XVIII - EDUCATION**

7 **Section 18.01 - Education Pay:** The City shall reimburse each police officer for tuition
8 and course materials (including books) for courses completed in law enforcement and other
9 related courses, not to exceed five hundred dollars (\$500.00) per person, per semester, up to
10 three (3) classes for a total of one thousand five hundred dollars (\$1,500.00). Said tuition
11 reimbursement shall not exceed the cost of tuition of state public schools. Such courses must
12 be taken through local accredited schools. The police officer must satisfactorily complete the
13 course with a 2.5 grade or better in order to be reimbursed. The City shall make a maximum of
14 two (2) payments per year for reimbursement; one payment in January and one in June. Any
15 Police Officer who receives education pay under this section, must remain an employee of the
16 City for a period of twenty-four (24) months or must repay the City for any educational
17 payment received.

18 **Section 18.02 – Other Reimbursement:** Police officers who are eligible for or have
19 received reimbursement of costs for tuition and course materials from any source, grant or
20 other program shall not be entitled to reimbursement from the City.

21
22 **ARTICLE XIX - PROBATIONARY PERIOD**

23 **Section 19.01 - Probation and Probationary Periods:** All new police officers shall be
24 considered as probationary police officers and must successfully complete a probationary
25 period before attaining permanent police officer status. Any permanent police officer who is
26 promoted shall be considered as a special probationary police officer, and must successfully
27 complete a special probationary period before being permanently appointed to the new or
28 related position classification. All probationary police officers, including special probationary

1 police officers, shall receive an employee evaluation on or near the midpoint of their
2 probationary period.

3 a) Newly Hired: Each newly hired police officer becomes a probationary police officer
4 upon the date of his/her employment and remains so until he/she has successfully completed
5 his/her required probationary period. The required probationary period shall be twelve (12)
6 consecutive months from the date of hire, provided however, extensions may be mutually
7 agreed to by the Chief of Police and the Association.

8 The probationary periods required above represent a total cumulative service time, and
9 they may be adjusted upward to properly allow for any authorized leaves of absence or other
10 approved breaks in service. However, should any such leave of absence or break in service be
11 greater than two (2) months in case of newly hired police officers, or one (1) month in the case
12 of rehired police officers, the City may require that the entire probationary period be restarted
13 at the time the police officer returns to work. During the probationary period, the probationary
14 police officer may be disciplined, discharged, laid off or otherwise dismissed at the sole
15 discretion of the City without recourse through the grievance procedure.

16 Upon the successful completion of the probationary period, the police officer shall
17 attain permanent police officer status and receive all benefits normally afforded to regular
18 permanent police officers, including seniority retroactive to the date of employment.

19 b) Promoted Employees: Any permanent police officer who is promoted becomes a
20 special probationary police officer upon the date of promotion and remains so until he/she has
21 successfully completed a required special probationary period of twelve (12) months. The
22 special probationary periods required above represent a total cumulative service time, and they
23 may be adjusted upward so as to properly allow for any authorized leaves of absence or other
24 approved breaks in service. However, should any such leave or break in service be greater than
25 one (1) month, the City may require that the entire special probationary period be restarted at
26 the time the police officer returns to work. For the purpose of this Agreement, special
27 probationary police officer who are in the position classifications as set forth and who are
28 employed on a regular full-time basis, shall be considered as and entitled to, all benefits of non-

1 probationary members of the bargaining unit.

2 If the special probationary police officer fails to demonstrate that he or she can
3 completely and satisfactorily perform the job within the special probationary period, the City
4 shall, at its discretion, return the police officer to his/her other former position, without any
5 loss in seniority or benefits. Provided however, during the special probationary period the
6 police officer may also elect to return to his/her other former position without any loss of
7 benefits and seniority. Any other police officers who are transferred or promoted following and
8 as a result of the police officer's transfer promotion shall also be returned to their former
9 positions, and unless there is layoff involved, the bumping procedure shall not apply. It is
10 agreed that all persons in the special probationary period status shall be allowed to use the
11 grievance procedure the same as a non-special probationary period, except that if there is a
12 demotion or return to his or her previous classification, the police officer cannot grieve the
13 reason for demotion if the demotion occurs during the special probationary period.

14
15 **ARTICLE XX - NO STRIKE CLAUSE**

16 **Section 20.01:** The Association agrees that for the duration of this Agreement,
17 Association officers, representatives or members will not authorize, assist or support any strike,
18 work stoppage, slowdown, interruption of work or interference with operations of the City. In
19 the event of any strike, work stoppage, slowdown or interruption or impeding of work, the City
20 shall notify the Association thereof and the Association shall give notice to the police officers
21 involved that they are in violation of this Agreement and should end such strike, work
22 stoppage, walkout or interruption or impeding of work.

23
24 **ARTICLE XXI - MISCELLANEOUS PROVISIONS**

25 **Section 21.01 - Mileage:** A regular police officer shall be reimbursed at the current IRS
26 rate per mile, plus parking fees for the use of a private vehicle when such use is directed/
27 authorized by the Chief of Police.

28 **Section 21.02 - Meals:** When a regular police officer is required to be away from the

1 City with the authorization of the Chief of Police, he shall be reimbursed for his meals based on
2 the amounts set by the State Training and Standards Bureau. Breakfast and dinner costs shall
3 only be authorized if the police officer is away overnight or with the approval of the Chief of
4 Police.

5 **Section 21.03 - Substitution:** Subject to the needs and requirements of the
6 Department, the concept of "substitution" is recognized (the practice of one police officer
7 voluntarily working for another). Request for substitution must be made at least twenty-four
8 (24) hours in advance of the shift and in writing to the Chief of Police. Replacement police
9 officers may not work more than twelve (12) hours consecutively. Failure to comply with the
10 provisions of this section shall subject the police officer involved to disciplinary action.

11 **Section 21.04 - Off-Duty Action:** Since all police officers are presumed to be subject to
12 duty twenty-four (24) hours per day, any action taken by a member of the Department within
13 the City on his off-duty time, which would have been taken by an officer on active duty if
14 present or available, shall be considered police action and the police officer shall be covered by
15 Worker's Compensation benefits stated within the contract as if he were then on active duty.

16 **Section 21.05 - Jury Duty Pay:** Each police officer shall be granted time off with pay for
17 reporting for jury duty or for jury service. Compensation received for such duty or service
18 (exclusive of travel pay, expenses, or pay for jury duty on off-duty days) shall be immediately
19 paid over to the City Treasurer. If a police officer is released from jury duty early enough during
20 his scheduled shift, so that it is possible to report for work, he will be required to do so.

21
22 **ARTICLE XXII – DURATION OF AGREEMENT**

23 **Section 22.01 – Duration:** This Agreement shall become effective on January 1, 2022
24 and this Agreement shall terminate at the close of business through the 31st day of December,
25 2024. In the event agreement is not reached for renewal of the contract by the termination
26 date, the existing terms and conditions which are subjects of mandatory bargaining shall
27 continue to apply until a new Agreement is executed provided it does not exceed three
28 consecutive calendar years. Conferences and negotiations shall be carried on between the City

1 and the Association during the last year of the contract as follows:

2 Either party wishing to amend the Agreement shall notify the other party no later than
3 September 1st, 2024. Thereafter, the parties shall mutually agree to a date to exchange
4 proposals and commence bargaining.

5 **ARTICLE XXIII - AMENDMENTS AND SAVINGS CLAUSE**

6 **Section 23.01 – Mutual Consent:** The parties to this Agreement agree that this
7 Agreement may be amended by mutual consent of the parties. Such amendments shall be in
8 writing.

9 **Section 23.02 - Continuum:** If any article or section of this Agreement or any addendum
10 thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction,
11 or if compliance with or enforcement of any article or section should be restrained by such
12 tribunal, the remainder of this Agreement and Addendum shall not be affected thereby and the
13 parties shall enter into immediate collective bargaining negotiations for the purpose of arriving
14 at a mutually satisfactory replacement for such article or section.

15 **Section 23.03 – Complete Agreement of Parties:** The foregoing constitutes an
16 Agreement between the parties and no verbal statement shall supersede any of its provisions.

17
18 **ARTICLE XXIV - PROMOTIONAL PROCEDURE**

19 **Section 24.01 – Establishment:** To establish a promotional procedure which will be used
20 for all St. Francis Police Department promotions concerning positions within the bargaining
21 unit. All promotions will be consistent with Chapter 62.13(4) (a), Wisconsin Statutes. The Chief
22 shall appoint subordinates subject to approval of the St. Francis Police and Fire Commission.
23 Such appointments shall be made by promotion when this can be done with advantage;
24 otherwise, from an eligibility list provided by examination and approved by the Commission and
25 kept on file with the Clerk.

26 The Chief retains the option to advertise outside the Department to fill a position, if
27 necessary. Eligibility requirements will be equivalent to those indicated in the following
28 material. The Chief of Police reserves the right to select any individual and recommend that

1 person to the Commission for ranks outside the bargaining unit. The Chief may determine
2 whether or not it is in the best interests of the City to conduct a testing procedure subject to
3 the approval of the Commission.

4
5 **Section 24.02 - Promotional Criteria:**

- 6 a) Applicant must meet all qualifications as outlined for the position of police
7 officer, and
- 8 b) Applicant must have completed at least three (3) years as a full-time police
9 officer at the time of the written examination, and
- 10 c) An applicant must possess an Associate of Arts Degree in Police Science or a
11 related field or possess sixty (60) credits in a related field. The field of
12 acceptable study outside of Police Science shall be at the discretion of the St.
13 Francis Police and Fire Commission, and
- 14 d) Applicant must complete a written examination, psychological evaluation and
15 submit to an interview unless such criteria is waived by the City. The City may
16 also, at its option, use an Assessment Center of its choice, and
- 17 e) Applicant agrees to test on his/her own time; no payment of any kind will be
18 authorized, and
- 19 f) Applicant agrees to travel to each test site at his/her own expense, and
- 20 g) Eligibility list to run for one (1) year from date of promotion.

21 **Section 24.03 - Test Determination by Percentage:**

- 22 a) Psychological Examination Pass/Fail (Optional)
- 23 b) Written Examination 50%
- 24 c) Peer/Management Interview/Police and Fire Commission 25%
- 25 d) Chief's Interview 25%
- 26 e) If an Assessment Center is utilized, the percentage for the written examination
27 shall be reduced to 25% with 25% being the percentage for the Assessment
28 Center evaluation.

1 **Section 24.04 - Posting of Position:** At least thirty (30) day prior to the commencement
2 of the examination process, the Chief shall post a notice on the Association bulletin board,
3 which shall include the following information:

- 4 a) Identification of the vacancy and the shift where the vacancy occurs, and
- 5 b) Job description and base monthly wage, and
- 6 c) Names of those officers eligible to participate in the examination process. If an
7 eligible officer intends to participate in the examination process, he/she shall so
8 indicate in writing by placing his signature after his/her name on the eligibility
9 list, and
- 10 d) The written examination shall be provided by the Police and Fire Commission
11 which will be a standard examination. If available, an examination specific to the
12 vacant position shall be administered.

13 **Section 24.05 - Application for Promotion:** Each candidate applying for a promotion is
14 required to submit a resume to the Chief of Police ten (10) days prior to the written
15 examination. Failure to submit this resume will result in the candidate no longer being
16 considered for the promotion. The format for the resume shall be posted with the
17 announcement of the vacancy. A copy of the resume will be given to each member of the oral
18 examination board for their review prior to the oral examination.

19 **Section 24.06 - Examination Procedure:**

- 20 a) Written Examination: A written examination to determine a candidate's
21 technical knowledge for the position will be given. Only those candidates
22 obtaining a passing score may continue with the promotion process. Candidates
23 are informed that the minimum passing grade for the written exam is seventy
24 percent (70%).
- 25 b) Oral Examination: The oral examination will be given only to those candidates
26 passing the written exam. Each candidate will be asked the same questions and
27 shall be given ten (10) minutes prior to the interview to review them. The Chief
28 and the Board of Police and Fire Commissioners shall develop the basic questions

1 asked; however, the board may expand on these basic questions if necessary and
2 ask any other questions they feel are pertinent. The oral exam board may
3 consist of up to three (3) people with equal or higher rank than the position
4 being considered and may include someone with expertise in the position being
5 considered from outside the Department, in addition to the Board of Police and
6 Fire Commissioners. Forms on which each candidate will be rated will be
7 furnished by the St. Francis Police Department.

8 The Chief of Police shall be present during the oral examination, however, he
9 shall not participate unless required to do so by the Board. In order to be
10 considered for the position, a candidate must have a passing score of seventy
11 percent (70%) or higher on the oral examination. Each candidate will be notified
12 of his/her score within twenty (20) days after completion of the oral
13 examination. This notification will also include the written examination score as
14 well as the average score of the combined written and oral examinations.

15 c) Psychological Examination: Only the top three (3) candidates (based on average
16 score of written and oral examination) will take the psychological examination if
17 the Chief of Police elects to give such examination. The psychological
18 examination will be selected by the Chief of Police from the sources available
19 and the Police Department will pay the cost of such examination.

20 d) Assessment Center Examination: Only the top three (3) candidates (based on
21 average score of written and oral examination) will take the Assessment Center
22 testing if the Chief of Police elects to use such testing. The Assessment Center
23 examination site will be selected by the Chief of Police from the sources available
24 and the Police Department will pay the cost of such examination.

25 e) Chief's Evaluation: The sole criteria which the Chief shall consider in his
26 evaluation shall be the twenty-five (25) factors listed on the Promotional
27 Evaluation form, a copy of which is annexed hereto and made a part hereof. The
28 Chief shall rate each of the twenty-five (25) factors on a scale of 0-4, the

1 maximum total score which an officer can receive on the Chief's evaluation being
2 one hundred (100).

3 **Section 24.07 - Examination Process:** The examination process shall be administered in
4 the following chronological order:

- 5 1. Written examination by the Police and Fire Commission or a testing center
6 authorized by the Board to administer the test. The Board shall, upon receipt of
7 the test results, send a letter to each person taking the exam indicating only the
8 numerical score of the written exam. The rating or position of the list shall not
9 be made known to anyone else on the list. The test results shall then be sealed
10 and given to the City Clerk in an envelope.
- 11 2. The written evaluation by the Chief of Police shall be scored, sealed and given to
12 the City Clerk for safekeeping prior to the date of the written exam.
- 13 3. The oral examination by the Police and Fire Commission shall be given to those
14 who have passed the written exam. The Clerk shall, upon receipt of both the
15 written exam and the Chief's evaluation, hold them until the oral interviews have
16 been conducted.
- 17 4. At a meeting to be called by the Chairman of the Police and Fire Commission,
18 and to be attended by the City Clerk, President of the Association and the Chief
19 of Police, the sealed documents shall be opened. The total test results shall then
20 be tabulated and announced accordingly at said meeting and recorded. If any of
21 the above are not available, a designee shall be appointed.
- 22 5. The Chief shall not be notified of an applicant's score on either the oral or
23 written examination conducted by the Police and Fire Commission until the
24 meeting called by the Chairman of the Police and Fire Commission as referred to
25 in subsection (4) above.
- 26 6. The applicant's scores shall not be posted or made public until after completion
27 of the examination process.

28 **Section 24.08 - Selection Process:** The Police and Fire Commission shall certify those

1 applicants qualified for promotion. If another vacancy occurs within the same job classification
2 during the one-year life span of the certified list, the next highest scoring applicant shall be
3 promoted provided the City has authorized the approved filling of the vacant position. The list
4 of those applicants certified for promotion shall be valid for no more than one (1) year from the
5 date of certification by the Police and Fire Commission. No more than one hundred twenty
6 (120) days shall elapse from the date of posting of the notice of examination to the filling of the
7 vacant position(s) or the new job classification(s). In the event that two or more applicants
8 have identical scores after completion of the examination process, the most senior high-scoring
9 applicant shall be promoted. The Chief of Police has the option to promote any one of the top
10 three (3) candidates, not necessarily the candidate with the top score. Should he choose to
11 exercise this option, the Chief of Police will inform the other two (2) candidates of his reasons
12 for doing so. The appointment must have the approval of the Police and Fire Commission.

13 **Section 24.09 - Probationary Period:** An employee who is promoted to a position above
14 the rank of police officer shall serve a probationary period of twelve (12) months as defined in
15 Article XIX of this agreement.

16 **Section 24.10 - Eligibility List:** The eligibility list which will be created based on the
17 average score of each candidate after approval by the Police and Fire Commission will remain in
18 effect for twelve (12) months. Any candidate withdrawing from the eligibility list cannot be re-
19 entered on the current eligibility list.

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PROMOTIONAL EVALUATION FORM

OFFICER _____ DATE OF EVALUATION _____

RANK _____ EVALUATION GRADE _____

STARTING DATE _____ MAXIMUM SCORE IS 100 POINTS

RANGE OF SCORES: 4 3 2 1 0

-
1. HONESTY
 2. MATURITY
 3. SENIORITY (2 pt per yr from 6-13 yrs of service)
 4. READILY ACCEPTS DEPARTMENT POLICY
 5. WOULD BE ACCEPTED AS LEADER/SUPERVISOR
 6. INTERPERSONAL RELATIONSHIP WITH ALL SUPERVISORS
 7. USES GOOD COMMON SENSE AND JUDGEMENT
 8. ABILITY TO REACT FAVORABLY UNDER STRESS
 9. RESPONSIVENESS TO INSTRUCTIONS
 10. COMPLIANCE WITH RULES AND REGULATIONS
 11. WRITES COMPLETE AND THOROUGH INVESTIGATIVE REPORTS
 12. WORKS WELL WITH MINIMUM SUPERVISION
 13. PUNCTUALITY
 14. VERBAL COMMUNICATION
 15. INSPIRES CONFIDENCE AND LOYALTY TO COMMAND
 16. DEALS WITH PUBLIC IN A POSITIVE MANNER
 17. ACCEPTS RESPONSIBILITY AND LEADERSHIP
 18. AMOUNT OF WORK PRODUCED
 19. WELL ROUNDED WORK ACTIVITY AND QUALITY

- 1 20. INVESTIGATIVE ABILITY (IMAGINATION AND INITIATIVE)
- 2 21. FOLLOWS THROUGH ON UNFAVORABLE ASSIGNMENTS
- 3 22. RELATIVE EDUCATION ATTAINED ON HIS OWN
- 4 23. PREVIOUS DISCIPLINARY ACTION WITH PAST 5 YEARS
- 5 24. THOROUGH KNOWLEDGE OF ALL PHASES OF POLICE WORK
- 6 25. WORKS WELL WITH FELLOW OFFICERS

1 **ARTICLE XXV - NONDISCRIMINATION**

2 **Section 25.01 – Equal Opportunity:** Neither the employer nor the Association shall
3 discriminate against any of the employees during the tenure of their employment because of
4 race, creed, religion, sex, color, national origin, handicap, age or association activities as
5 provided by law. All references to employees in the male or female gender shall be
6 interchangeable where applicable.

7
8 **ARTICLE XXVI – LATERAL TRANSFERS**

9 **Section 26.01** Lateral transfers allow for the opportunity to attract new members in a
10 competitive employment market and simply to attract better candidates that may be interested
11 in joining our organization for mutual benefit.

12 **Section 26.02** For purposes of this section, lateral transfers shall be defined as Patrol
13 Officers and/or Detectives that have served as part of another unionized, bargaining unit and in
14 consensus with St. Francis Professional Police Association Local 217.

15 **Section 26.03** Lateral transfers shall be evaluated by the Police Chief for
16 recommendation to the Police and Fire Commission for previous service history and
17 appropriate qualifications. The Police Chief and City Administrator shall have final
18 determination for placement on Local 217 CBA Wage and compensation schedules.

19 **Section 26.04** Despite potentially higher pay and compensation, lateral transfer
20 members will be placed on the seniority schedule as their date of hire with the City of St.
21 Francis for purposes of time off selection and promotions. Lateral transfer members will also
22 utilize their date of hire with the City of St. Francis for all retirement and post-employment
23 benefits.

24
25 **ARTICLE XXVII - RESIDENCY**

26 **Section 27.01** Pursuant to this agreement there is no residency requirement.
27
28

1 **IN WITNESS THEREOF**, the parties hereto have executed this Agreement on _____
2 2022.

3
4 **Representatives of the St. Francis**
5 **Police Association**
6
7 _____

8 President – Zachary Gilden

9
10 _____
11 Secretary – Kyle Gerasch

12
13 _____
14 Board Member – Daniel Martinez

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16 Board Member – Anthony Garcia

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18 _____
19 Board Member – Johnnie Mielcarek

20
21 _____
22 Doug Nelson, Labor Consultant
23 Labor Association of Wisconsin, Inc

Representatives of the St. Francis
Common Council

Alderman/Chairman – Steve Wattawa

Alderman/Member – Donald Brickner

Alderwoman/Member – Debbie Fliss

City Administrator – Mark Johnsrud

1 **SIDE LETTER OF AGREEMENT**

2
3 This Side Letter of Agreement is entered into by and between **THE CITY OF ST. FRANCIS** and **ST.**
4 **FRANCIS PROFESSIONAL POLICE ASSOCIATION.**

5
6 The parties to this Agreement agree that the back pay check will be paid out on a separate
7 check to each officer and not on the normal payroll check. The parties have reached a certain
8 understanding concerning this, which they now wish to reduce to writing.

9
10 IN WITNESS THEREOF, the parties hereto have executed this Agreement on this _____
11 2022.

12
13 **Representatives of the St. Francis**
14 **Police Association**

Representatives of the St. Francis
Common Council

15
16 _____
17 President - Zackary Gilden

_____ Alderman-Chairman – Steve Wattawa

18
19 _____
20 Secretary – Kyle Gerash

_____ Alderman/Member – Donald Brickner

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22 _____
23 Board Member – Daniel Martinez

_____ Alderman/Member – Debbie Fliss

24
25 _____
26 Board Member – Anthony Garcia

_____ City Administrator – Mark Johnsrud

27
28 _____
29 Board Member – Johnnie Mielcarek

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31 _____
32 Doug Nelson, Labor Consultant
33 Labor Association of Wisconsin, Inc

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The City of St Francis, (City) and the St Francis Professional Police Association, Local 217 of Labor Association of Wisconsin, Inc. (Association) agree to the following Side Letter of Agreement to the 2022-2024 collective bargaining agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on this _____ 2022.

1. Both Parties agree to form a Labor Management Committee consisting up to three (3) members from the City and up to three (3) members of the Association.
2. The Committee will study and look into alternative shift arrangements, specifically twelve (12) hour shifts.
3. The Committee will report its findings no later than September 1, 2022 to both parties.
4. Upon mutual Agreement with the findings by the Committee and ratification by the City and the Association membership the parties may agree to implement alternative shift arrangements on a trial period.
5. This Side Letter of Agreement shall stay in effect from January 1, 2022 through December 31, 2024 and shall only be renewed by agreement of both parties.

City Administrator - Mark Johnsrud

President – Zachery Gilden

Alderman/Chairman Steve Wattawa

Doug Nelson - Labor Association of Wisconsin, Inc.