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# Policy Manual

## 102.1 PURPOSE AND SCOPE

The manual of the Beloit Police Department is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, rules and guidelines of this department. All members are to conform to the provisions of this manual.

All prior and existing manuals, orders and regulations that are in conflict with this manual are rescinded, except to the extent that portions of existing manuals, procedures, orders and other regulations that have not been included herein shall remain in effect, provided that they do not conflict with the provisions of this manual.

## 102.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that the work of law enforcement is not always predictable and circumstances may arise which warrant departure from these guidelines. It is the intent of this manual to be viewed from an objective standard, taking into consideration the sound discretion entrusted to members of this department under the circumstances reasonably available at the time of any incident.

### 102.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Beloit Police Department and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the City, its officials or members. Violations of any provision of any policy contained within this manual shall only form the basis for department administrative action, training or discipline. The Beloit Police Department reserves the right to revise any policy content, in whole or in part.

### 102.2.2 COLLECTIVE BARGAINING AGREEMENTS

Nothing in this manual should be construed to conflict with the provisions of any collective bargaining agreement with any recognized bargaining unit.

The Chief of Police should make available for managers and supervisors copies of current collective bargaining agreements for all recognized collective bargaining units. [See attachment: 2018-2020 WPPA Contract](#) , [2018-2020 WPPA Side Agreement 1](#) , [2018-2020 BPSA Contract](#) , and [2018 -2020 BPSA Side Agreement 1](#)

## 102.3 AUTHORITY

The Chief of Police shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Chief of Police or the authorized designee is authorized to issue Departmental

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Directives, which shall modify those provisions of the manual to which they pertain. Departmental Directives shall remain in effect until such time as they may be permanently incorporated into the manual.

### **102.4 DEFINITIONS**

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

**Adult** - Any person 18 years of age or older except that for purposes of investigating or prosecuting a person who is alleged to have violated any state or federal criminal law or any civil law or municipal ordinance, "adult" means a person who has attained 17 years of age (Wis. Stat. § 938.02(1)).

**Child/Juvenile** - Any person, without further qualification, who is less than 18 years of age. Any person who has attained 17 years of age, and for purposes of investigating or prosecuting, is alleged to have violated state or federal criminal law or any civil law or municipal ordinance is not a juvenile (Wis. Stat. § 938.02(10m)).

**City** - The City of Beloit.

**CFR** - Code of Federal Regulations.

**Non-sworn** - Employees and volunteers who are not sworn peace officers.

**Department/BPD** - The Beloit Police Department.

**Employee/personnel** - Any person employed by the Department.

**LESB** - The Wisconsin Law Enforcement Standards Board.

**Manual** - The Beloit Police Department Policy Manual.

**May** - Indicates a permissive, discretionary or conditional action.

**Member** - Any person employed or appointed by the Beloit Police Department, including:

- Full-time or part-time employees
- Sworn peace officers
- Reserve, auxiliary officers
- Non-sworn employees
- Volunteers

**Officer** - Those employees, regardless of rank, who are sworn peace officers of the Beloit Police Department.

**On-duty** - A member's status during the period when he/she is actually engaged in the performance of his/her assigned duties.

**Order** - A written or verbal instruction issued by a superior.

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**Peace officer** - Any person employed by the state or any political subdivision of the state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances that the person is employed to enforce. The term includes sworn full-time and part-time officers who perform the duties of a peace officer.

**Rank** - The title of the classification held by an officer.

**Shall or will** - Indicates a mandatory action.

**Should** - Indicates a generally required or expected action, absent a rational basis for failing to conform.

**Supervisor** - A person in a position of authority that may include responsibility for hiring, transfer, suspension, promotion, discharge, assignment, reward or discipline of other department members, directing the work of other members or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., officer-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank or compensation.

When there is only one department member on-duty, that person may also be the supervisor, except when circumstances reasonably require the notification or involvement of the member's off-duty supervisor or an on-call supervisor.

**TIME** - The Wisconsin Transaction Information for the Management of Enforcement system.

**USC** - United States Code.

**WisDOC** - The Wisconsin Department of Corrections.

**WisDOJ** - The Wisconsin Department of Justice.

**WisDOJ TSB** - The Wisconsin Department of Justice Training and Standards Bureau.

**WisDOT** - The Wisconsin Department of Transportation.

**WILENET** - The Wisconsin Law Enforcement Network.

### **102.5 ISSUING THE POLICY MANUAL**

An electronic version of the Policy Manual will be made available to all members on the department network for viewing and printing. No changes shall be made to the manual without authorization from the Chief of Police or the authorized designee.

Each member shall acknowledge that he/she has been provided access to, and has had the opportunity to review the Policy Manual and Departmental Directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

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### **102.6 PERIODIC REVIEW OF THE POLICY MANUAL**

The Chief of Police will ensure that the Policy Manual is reviewed, at a minimum, every three years, and updated as necessary.

### **102.7 REVISIONS TO POLICIES**

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Members are responsible for keeping abreast of all Policy Manual revisions.

Each Division Head will ensure that members under his/her command are aware of any Policy Manual revision.

All department members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their Division Heads, who will consider the recommendations and forward them to the Chief of Police as appropriate.

## Attachments

## **2018-2020 BPSA Contract.pdf**



**AN**

**AGREEMENT**

**BETWEEN**

**THE CITY OF BELOIT**

**AND**

**BELOIT POLICE SUPERVISORY ASSOCIATION (BPSA)**

**January 1, 2018 through December 31, 2020**

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## **ARTICLE I – STATEMENT**

It is expressly understood that the provisions herein shall in no way modify or change the provisions of the Wisconsin Statutes.

In case of any conflict with the provisions herein and the statutory provisions of the Wisconsin Statutes, the said statutory provisions shall govern notwithstanding any provisions herein to the contrary.

The interests of the Supervisors are recognized by the agreement for the operation of the Police Department of the City of Beloit, under methods that will promote efficiency, safety, cleanliness, proper care of equipment, property and facilities of fair and peaceful adjustment of differences that might arise from time to time, and ethical conduct of business relations between the employer and employees, and to provide the best possible police protection for life and property to all of the citizens of the City of Beloit. Furthermore, the City agrees not to discriminate against any employees covered under this agreement.

## **ARTICLE II – RECOGNITION**

The City recognizes the Beloit Police Supervisory Association (BPSA) as the exclusive collective bargaining representative for all personnel employed by the City in the classification of Sergeant, excluding the Chief of Police, Deputy Chief, Captains, Lieutenants and Patrol Officers on questions of wages, hours, and conditions of employment.

## **ARTICLE III – DURATION**

This agreement shall be effective January 1, 2018 and shall remain in effect until December 31, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify or terminate the agreement. In the event notice is given the parties shall meet and confer not later than 90 days before the anniversary date. This agreement shall remain in full force and effect during the entire period that the parties meet and confer for a successor agreement, and shall automatically be extended until such time as the successor agreement is approved by both parties, effective date of termination notwithstanding.

#### **ARTICLE IV – MATTERS NOT COVERED**

Matters not expressly covered by the agreement which are proper subjects for collective bargaining shall not be affected by this agreement. All customs, procedures, and personnel policies established during previous years, not specifically covered by the agreement, shall continue in full force and effect.

No changes in this agreement manual shall be made in any such matters without prior consultation between the City and the Association.

#### **ARTICLE V - MANAGEMENT RIGHTS**

The right, function, and authority to manage all operations are vested in the City and include but are not limited to the following:

- a) To manage and otherwise supervise all employees.
- b) To hire, promote, transfer, assign and retain employees; to suspend, demote, dismiss or take other disciplinary action against employees for just cause.
- c) To relieve employees of duties because of lack of work or for other legitimate reasons.
- d) To maintain efficiency and economy of the City operations entrusted to the Administration.
- e) To determine the methods, means and personnel by which such operations are to be conducted.
- f) To exercise discretion in the operation of the City, budget, organization, assignment of personnel, hours of employment, and the technology of work performance.
- g) To promulgate reasonable workrules.
- h) To subcontract work.

#### **ARTICLE VI – FAIR SHARE AGREEMENT**

Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No

employee will be denied membership because of race, color, creed, or sex. This provision is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this provision wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and policy administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

The Employer agrees that it will deduct from the earnings of all employees in the collective bargaining unit covered by this agreement, the amount of money certified by the Association as being the monthly dues uniformly required of all employees. Such deductions shall be made on the second payroll of every month. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month and the total of such deductions shall be paid to the Association.

The Employer shall not be liable to the Association, employees or any party for the remittance or payment of any sum other than what constitutes actual deductions from employees' wages earned.

The collective bargaining representative shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the Employer that arise out of the Employer's compliance with this fair share policy.

The Association may certify to the Employer only such fair share costs as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the Employer of any change in the amount of such fair share costs thirty (30) days before the effective date of the change. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow

those employees to challenge the fair share amount certified by the Association as the cost of representation and receive where appropriate a rebate of any monies determined to have been improperly collected by the Association.

#### **ARTICLE VII - ASSOCIATION ACTIVITY**

The Association shall conduct its business off the job as much as possible. This section shall not operate as to prevent a steward or Association representative from conferring with members of the Association during the course of the working day for a reasonable time, providing that the supervisor involved is notified and approves the time.

The City shall not deduct such reasonable time from the pay of such members, and the time spent in the conduct of grievances and in bargaining shall not be deducted from the pay of delegated employee representatives of the Association not to exceed three representatives.

A member of the bargaining unit who is elected to serve as a representative of the Association for conventions or conferences shall be granted leave time without pay not to exceed a total of four (4) days per calendar year and with two (2) weeks notice to his/her supervisors, provided it does not impair the efficiency of the department.

#### **ARTICLE VIII - DISCIPLINE**

The particulars of good work behavior are commonly understood. In addition, there are departmental work procedures that must be followed. Any discipline administered as the result of a violation of a rule of conduct or a prescribed procedure, with the exception of dismissal, is intended as remedial. Complete policy is outlined in the department's Rules and Regulations. Discipline, suspension or discharge is governed by Section 62.13 of the Wisconsin Statutes.

#### **ARTICLE IX - GRIEVANCE PROCEDURE**

Any alleged violation of a provision of this agreement shall be handled as follows:

- a) Step 1: The employee should submit a written statement of the dispute to the immediate supervisor within ten (10) calendar days of the event giving rise to

the grievance. The immediate supervisor shall respond within ten (10) calendar days to the employee. b) Step 2: If not satisfied with the immediate supervisor's response, the employee may appeal the case to the Chief of Police or his designee within ten (10) calendar days, who shall discuss the matter with the employee and supervisor. The Chief or his designee shall respond within ten (10) calendar days.

- c) Step 3: CITY MANAGER: If the grievance is not resolved at STEP 2 within ten calendar (10) days of the receipt of the decision at STEP 2, the Association Representative and the City Manager or his/her designee shall schedule a meeting at a mutually agreed upon time and date to attempt to resolve the grievance. The meeting may be waived by mutual agreement of the Representative and the City Manager or his/her designee. Within ten (10) calendar days of the meeting, if one is held or ten (10) calendar days of the mutual waiving of the meeting, the City Manager or his/her designee shall respond to the Association.

Nothing herein shall abrogate the right of the Employer to utilize Section 62.13(5) for disciplinary proceedings.

#### **ARTICLE X - PERSONNEL FILES**

Any written evaluation of an employee's work performance or any written report of disciplinary action or reprimand must be presented to the employee being evaluated, disciplined, or reprimanded before such written evaluation or report is placed in the employee's personnel file. Any employee may examine his/her file upon written request to the Human Resources Director.

The employee shall acknowledge receipt of the evaluation, disciplinary action or reprimand by signing it. Should the employee refuse to sign the document it shall be placed in the personnel file anyway.

## **ARTICLE XI - BEREAVEMENT**

### **IMMEDIATE FAMILY:**

In the event of the death of a member of an officer's immediate family, as that term is hereinafter defined, such officer shall be granted leave of absence without loss of pay for a period not to exceed three (3) working days, each day shall be equivalent to the number of hours scheduled to be worked, where absence from work is necessitated.

The term "immediate" family as used herein includes spouse, domestic partner as defined in Wis. Stats. 40.02(21c) and 770.01(1), parents, foster parents, step-parents and grandparents of employee and spouse, great-grandparents, children, step-children, current son-in-law, current daughter-in-law, brothers, sisters, grandchildren, half-brothers and sisters, guardians and children of guardians.

### **NON-IMMEDIATE FAMILY**

In the event of the death of a member of an officer's non-immediate family, as that term is hereinafter defined, such officer shall be granted a leave of absence without loss of pay for a period not to exceed two (2) working days, each day shall be the number of hours scheduled to work, where absence from work is necessitated.

The term "non-immediate" family as used herein includes, sister-in-law, brother-in-law, step-brother, step-sister, foster siblings, aunts and uncle, niece and nephew of the employee and the employee's spouse.

In the event an sergeant is requested to act as pallbearer, he/she shall be granted leave for a period of not more than four (4) hours for such purpose without loss of pay provided, however, sergeants who are asked to be pallbearers because of their affiliation with some fraternal association or other organization shall be limited to one paid four (4) hour leave per calendar year. Time may be granted when extended travel is necessary or when an employee's

emotional condition warrants additional time off with use of benefit time and by approval of the Chief of Police.

#### **ARTICLE XII – ADMINISTRATIVE LEAVE**

Sergeants shall receive a one-time payment of \$1000 to be paid no later than March 31, 2018. The Administrative Leave provision will be removed from the contract December 31, 2020.

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

[An employee shall accumulate and be granted sick leave with pay at the rate of one (1) day per month for each month of continuous service. **This provision is subject to the MOU.**]

Sick leave with pay is only granted in case of an employee's illness which makes it impossible or detrimental for an employee to perform his/her duties or when necessary to care for a child or spouse who is ill or injured. In order to qualify for sick leave, an employee must:

- a) Inform the immediate supervisor of the fact and reason for absence.
  
- b) The employee shall keep the immediate supervisor informed during the period of illness on his/her condition or the condition of the ill or injured child or spouse, and the expected date of return to work.

An employee shall accrue sick leave and vacation while on sick leave.

An employee who misses more than three (3) consecutive work days due to their own illness or injury or the illness or injury of a spouse or child, shall furnish a doctor's certificate indicating treatment or diagnosis of illness or injury. An employee who misses more than three (3) consecutive work days due to their own illness or injury shall provide medical documentation certifying the employee's fitness to return to work. A supervisor may request medical certification at any time there is suspected abuse.

If sick leave is exhausted and the employee is still unable to return to work, the employee may apply to the City Manager for an extension of sick leave with pay. An extension

of sick leave with pay may be granted employees for a period of time equal to the amount of sick leave days accumulated at the time of injury or illness by the Chief of Police and with the concurrence of the City Manager. The Director of Human Resources may request a doctor's certificate.

Any abuse of sick leave contrary to this policy shall result in disciplinary measures.

Sick leave may be utilized for preventive health care of the employee such as dental and doctor office appointments, in excess of two (2) hours for each occasion.

In the event of the death of any employee that is serving as an active employee of the Police Department, regardless of the number of years of service, the City shall pay to his/her surviving spouse or in lieu thereof, his/her legal heirs, an amount equivalent to such employee's wages for 50% of his/her accumulated sick leave.

Employees hired on or after January 1, 1995, retiring from active duty and receiving annuities from the Wisconsin Retirement Fund shall receive a maximum of two hundred forty (240) hours gratuity pay from their sick leave bank, paid to the employee at the time of retirement. Employees hired prior to January 1, 1995 shall receive a maximum of eighty (80) hours gratuity pay from their sick leave bank paid to the employee at the time of retirement. Upon retirement, any employee retiring with a minimum of nine hundred sixty (960) hours in their sick leave bank will also receive one hundred sixty (160) hours gratuity pay paid to the employee at the time of retirement.

#### **ARTICLE XIV - LEAVES OF ABSENCE**

Leaves of absence may be granted to employees covered by this policy, as follows:

The Chief of Police may grant an employee a leave of absence without pay for personal reasons for periods not to exceed ninety (90) days.

Leaves of absence for personal reasons may be granted any permanent employee for periods in excess of ninety (90) days, or extensions of ninety (90) day leaves of absence previously allowed, may be granted by the Chief of Police with the approval of the City Manager.

Leaves of absence allowed under the terms of this section for personal reasons shall be without pay; however, such leaves shall be without prejudice to any other rights of such employee.

Any employee on an unpaid leave of absence, except for FMLA, must pay 100% of insurance premiums. Employees on FMLA must pay the same premium contribution as active employees.

## **ARTICLE XV – VACATIONS**

### **THIS ENTIRE ARTICLE IS SUBJECT TO THE MOU.**

Vacation is earned for each month worked until the 31st of December in the same year and an employee will be eligible for this vacation after January 1st of the following year.

It is the policy of the City that vacations are necessary to the health and well-being of its employees and that the time off so provided shall be taken by every employee except in extraordinary circumstances or in the event of public emergencies declared by the Chief of Police or by the City Manager or the Common Council of the City of Beloit. Paid vacations for the members of the Association shall be computed as follows:

2 work weeks after 1 year of continuous service;

3 work weeks after 5 years of continuous service;

4 work weeks after 10 years of continuous service;

5 work weeks after 19 years of continuous service.

Members of the Association who have earned vacation rights under the foregoing provisions shall be entitled to take such vacation during the succeeding calendar year in segments of not less than one week, except employees having two or more weeks may split one week in eight (8) hour increments. Employees who have earned three (3) or more weeks of vacation may split up to two (2) weeks into not less than eight (8) hour increments.

Scheduling of vacations shall be done on a schedule provided by the department by seniority in grade, allowing one (1) Sergeant off per shift in the Patrol Division, provided, however, two persons may have overlapping vacation days if it does not incur overtime.

Employees will be given an opportunity to signify their choice of vacation dates and may indicate their choice from January 1 to April 1 in each year of not less than one (1) week vacation time. Employees indicating their choice of vacation dates of one (1) week increments or individual days or combinations thereof after April 1, will not be entitled to seniority in grade preference. Forty-eight (48) hours notice will be considered acceptable notice for one (1) day increments. If an employee takes vacation and one or more of the vacation days falls on a holiday, the employee will not be charged for a vacation day on the holiday. He/she will receive one or more additional days.

Vacations are to be arranged at the mutual convenience of the employee and department supervisor.

Vacation time cannot be carried over into the next calendar year, except in the event of an emergency. The Chief of Police may make an exception upon written request from the employee.

No vacation time will be accrued after the last work date of employment.

Employees, who earn vacation and leave the employment of the City, shall be credited with vacation during the year in which employment is terminated and shall be reimbursed for only time earned, if any, as of the last date worked.

Employees who are on vacation and are injured or become seriously ill to the extent that they would be unable to perform their regular work, may apply such time to sick leave. As soon as the injury or illness occurs, the employee must notify his/her immediate supervisor. The employee may be required to provide a certification by a physician that he/she is too sick and would be unable to perform his/her duties if he/she was at work. In such a case, the vacation period will end as scheduled, and the employee will continue on sick leave or report back to work. The unused vacation will be rescheduled with the approval of the department supervisor. If the employee's scheduled vacation is due to end at the end of December and he/she becomes sick, his/her unused vacation shall be rescheduled in the following calendar year, with the approval of the Chief of Police.

**ARTICLE XVI - RESTRICTION OF DAYS OFF**

**THIS ENTIRE ARTICLE IS SUBJECT TO THE MOU.**

The purpose of this restriction is an attempt to maintain adequate staff at the times we have regularly needed them over the year.

Memorial Day	first shift parade
4th of July	second and third shift concert and fireworks
New Year's Eve	third shift potential second shift

Remember, the restriction is not to allow single vacation day, comp or payback days during the noted time. Using a week's vacation or personal day is not affected by this decision.

**ARTICLE XVII - HOURS OF EMPLOYMENT**

**THIS ENTIRE ARTICLE IS SUBJECT TO THE MOU.**

The work schedule for the Patrol Division shall be 5-2, 5-3, with an eight and one-half (8 1/2) hour work day. Exceptions may be made for training or special assignments.

The normal work day for personnel in divisions other than the Patrol Division will be eight (8) hours and the normal work week will be forty (40) hours.

All time required to be worked over the Sergeant's normal work day or work week will be paid at a rate of time-and-one-half the Sergeant's base pay. Sergeants are not required or allowed to report to work and begin a shift unless specifically authorized. If a sergeant is designated as a shift commander, he/she shall report eighteen (18) minutes before the scheduled shift start time and shall receive overtime compensation for the eighteen (18) minute early start time.

Whenever a Sergeant is ordered to appear for an internal investigation while off-duty, he/she shall be paid one-and-one-half (1 1/2) times his/her hourly rate. Whenever a member is

required to report for duty during non-duty hours he/she shall be paid one-and-one-half (1 1/2) times his/her hourly rate. All Sergeants shall be subject to emergency call in at any time. A minimum of two (2) hours pay shall be paid for call INS under this provision.

The City agrees to allow time trading by Sergeants. Trades shall be recorded and approved on a form approved by the Chief.

### **Compensatory Time**

Effective 1/1/97, Sergeants will be allowed to elect compensatory time in lieu of cash overtime at the rate of 1.5 hours for each overtime hour worked under the following conditions:

- a) The election of comp time as well as the request for use of comp time (use of a full day of comp time is 8 hours) must be communicated on forms developed by the Department.
- b) The Chief of Police or his/her designee has the sole discretion to approve or disapprove the scheduling of comp time and to designate times when comp time may be used.
- c) The maximum amount of comp time that may be accumulated in an employee's comp time bank at any one time is twenty- five and % (25.5) hours.
- d) Comp time must be taken in whole or half hour increments only.
- e) Any comp time not scheduled or not able to be scheduled for use by December 1 will be paid out on the next pay period provided adequate time is available for payroll processing, in any case, no later than the last pay period of the calendar year.

### **ARTICLE XVIII - SAVINGS CLAUSE**

If any provision of the agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any court of competent jurisdiction, the remainder of the agreement and the addenda thereto shall not be affected thereby.

**ARTICLE XIX – HOLIDAYS**

**THIS ENTIRE PROVISION IS SUBJECT TO THE MOU.**

**Noted changes are not subject to the MOU and shall survive.**

**Sergeants 5-2, 5-3 Schedule**

Sergeants working a 5-2, 5-3 schedule and working a full shift on a holiday listed below will be compensated at one and one-half (1 ½ ) times the Sergeant's normal pay for hours worked during the twenty-four (24) hour period identified as the holiday.

The City recognizes the following days as holidays:

New Year's Day

Thanksgiving Day

Friday after Thanksgiving Day

Spring Holiday (to be taken the Friday before Easter weekend)

Memorial Day

Fourth of July

Labor Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

A holiday shall cover a twenty-four (24) hour period beginning at 12:00 A.M. on the day of the holiday and continue until 11:59 P.M. the same day.

**Sergeants 5-2 Schedule**

All other Sergeants working Monday through Friday are entitled to the same holidays as listed above, and will observe those holidays as declared by the City Manager. They will not receive any extra compensation unless called in to work overtime on a holiday at which time they shall be granted double time or unless voluntarily posting at which time they shall be granted time and one-half.

**Floating Holiday**

All Supervisors are entitled to one Floating Holiday per year. Except for the 10 holidays, the annual Riverfest celebration, and a major event known in advance such as a large group rally with potential for civil unrest, a minimum of one sergeant per division will be allowed to utilize a floating holiday regardless of required staffing as long as the floating holiday is scheduled at least 48 hours in advance.

**Paid Holidays**

For employees on a 5/2-5/3 schedule, holiday pay shall be a one-time annual payment of 80 hours (pro-rated in case of mid-year promotions or schedule changes) payable the last pay period in November on a separate check. Any overtime on a holiday shall be paid as part of the normal, bi-weekly payroll.

**ARTICLE XX -ACTING PAY**

Whenever the Chief or Deputy Chief requires a supervisor to function in a higher classification in an acting position for more than 30 consecutive calendar days, the individual will be paid at a rate determined for that classification until completion of the assignment.

**ARTICLE XXI - MEDICAL INSURANCE**

The City shall provide medical, dental and hospital insurance coverage for each member of the Association and his/her dependents, including eligible retired employees and their dependents, for the duration of the agreement.

Effective January 1, 2018, bargaining unit members will contribute by payroll deduction 5% of the premium, not to exceed \$1260 annually for family coverage and \$600 annually for single coverage.

Effective January 1, 2019, bargaining unit members will contribute by payroll deduction 7.5% of the premium, not to exceed \$2100 annually for family coverage and \$840 annually for single coverage.

Effective January 1, 2020, bargaining unit members will contribute by payroll deduction 10% of the premium, not to exceed \$3000 annually for family coverage and \$1260 annually for single coverage.

**For employees hired before January 1, 1995**

Employees hired before January 1, 1995, retiring under honorable conditions or duty incurred injury or disease, from active employment and receiving an annuity from the Wisconsin Retirement Fund as Beloit Police Officers and their dependents (including widow/er and dependent children) shall be retained by the City as members of the eligible medical, hospital, and dental insurance group, under the plan document in effect at the time of retirement.

Retirees shall pay the employee percent of the premium cost effective for active employees at the time of their retirement. The maximum percent of the premium contribution for retirees shall not exceed 12%. At the age of Medicare eligibility, retirees and their dependents that remain eligible for health care continuation, shall enroll in Medicare and will be reimbursed the entire Medicare Part B premium. The employee shall be eligible for the City's retiree supplemental insurance plan at the City's cost.

**For employees hired after January 1, 1995**

For employees hired on or after January 1, 1995, retiring under honorable conditions or duty incurred injury or disease, from active employment and receiving an annuity from the Wisconsin Retirement Fund as Beloit Police Officers and their dependents (including widow/er and dependent children) shall be eligible to remain in the group health and dental plan, however, eligibility shall cease when the retiree becomes eligible for

Medicare or another group health insurance plan (other than the City of Beloit), then the retiree and their dependents are required to enroll in that other group plan. The City agrees to reimburse on a monthly basis the premium cost, in addition to deductibles, copays, and coinsurance expenses, paid for that period, subject to the maximum contributions set forth herein. The maximum annual City reimbursement for premium, deductibles, copays, and coinsurance will be based upon PHS Act Section 1302(c)(1), per the Affordable Care Act; however, annual reimbursements, during any year of retirement, shall not exceed \$10,000 single/\$20,000 family.

The retiree will be reimbursed payment of premiums and any deductibles, coinsurance and copayments from a Retiree Health Reimbursement Account (HRA) established by the City. The HRA accounts will be set up to reimburse retirees on a monthly basis after a request for reimbursement of the appropriate amount is made by the Retiree with the appropriate documentation. Appropriate documentation for reimbursement can include an Explanation Of Benefits (EOB) with regard to the deductible, coinsurance and copayment and/or a pay statement reflecting the premium contribution amount.

The retiree and any dependents receiving reimbursements under this program shall not participate in City's Group Health Plan and shall not be eligible to re-enroll or participate in the City's Group Health Plan. In the event the other group insurance is no longer available and the retiree acquires health insurance elsewhere, the retiree and dependent spouse/domestic partner shall continue to be reimbursed under the Health Reimbursement Account (HRA). Upon eligibility for Medicare of retiree, all reimbursements under the Retiree Health Reimbursement Account (HRA) will end.

Upon retirement, in the event a retiree is not eligible for coverage with another group health insurance plan, then the retiree and eligible dependents may remain in the same City group health and dental plan as active employees with the same contribution rates. Retirees shall be subject to any modifications of benefits, plan design, premium

contributions or carrier that the City may implement in the future and apply uniformly to the active employee's insurance plan. At the age of Medicare eligibility, retirees and their dependents that remain eligible for health care continuation, shall enroll in Medicare and will be responsible to pay the entire Medicare premium.

The City may, at its sole discretion, offer a supplemental or a fully insured policy to retirees after they reach Medicare eligibility. If such a program is offered, retirees may participate in any plan offered by the City with the retiree paying the full cost of the plan. The City reserves the right to stop offering a Medicare supplement plan at any time for any reason.

The City agrees to establish a Section 125 Plan in accordance with applicable sections of the Internal Revenue Service Code at no cost to the City.

The City agrees to establish a Voluntary Employee's Beneficiary Association (VEBA) in accordance with applicable sections of the Internal Revenue Service Code at no cost to the City, for the term of this agreement, the Employer shall contribute for each eligible employee the amount of \$825. Details of the VEBA are set forth in Appendix A attached to this agreement.

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

Through the State of Wisconsin, the City provides a Life Insurance Program of voluntary basis to all employees. An employee wishing to participate is entitled to benefits totaling the next one thousand dollars of annual pay.

An employee shall become eligible for coverage beginning on the first of the month following his/her sixth (6th) month of employment.

The coverage ceases at the end of the month in which the member is laid-off, discharged or quits his/her employment.

The City will pay the total premium cost for the specific coverage for eligible employees for the duration of the agreement.

The City of Beloit (Employer) agrees to participate in the Life Insurance and Health Plan for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Public Employee Benefits Consultants, Inc. (PEBCI) to act as Plan Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The parties may jointly agree to change the administrator and/or trustee for the Plan during the term of this Agreement. The employer agrees to contribute to the Plan on behalf of the following category of employees:

The City recognized the Beloit Police Supervisory Association (BPSA) as the excluding bargaining representative for all personnel employed by the City in the classification of Sergeant, excluding the Police Chief, Deputy Chief, Captains, Lieutenants and Patrol Officers on questions of wages, hours, and conditions of employment.

The Employer and Association further agree that for the term of this Agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's recurring contributions to the Plan (i.e. not lump sum termination contributions) that would otherwise have been recognized as a pensionable benefit had such amounts not been contributed to the plan.

### **ARTICLE XXIII - COURT TIME**

Each sergeant subpoenaed to appear in court whether it be criminal, civil, Police and Fire Commission hearing or Administrative Hearing concerning matters arising in the course of their duties, during non duty hours, shall receive one-and-one-half (1 1/2) times their hourly rate of pay for time actually spent in court (including time spent waiting at the courthouse at the direction of the prosecutor), if on a scheduled work day. On a sergeant's day off, that sergeant will receive double time for time spent in court. Sergeants will be paid for lunch periods if required to return for further testimony after lunch periods. Any sergeant subpoenaed to

appear in any court or hearing who, in fact, responds to such subpoena, shall receive a minimum of two (2) hours pay at straight time regardless of the time, in fact, spent in court.

Sergeants who are subpoenaed to appear in jurisdictions outside the corporate limits of the Rock County shall be reimbursed for mileage, meals and other reasonable necessary expenses as established by City policy. Receipts are required by the City for meals and other expenses. Inside Rock County, officers will be reimbursed the actual round trip mileage from their resident not to exceed 32 miles.

If a subpoena is not cancelled with notification of a minimum of twenty-four (24) hours to the sergeant involved, a minimum of two (2) hours pay at straight time shall be paid to the affected sergeant.

#### **ARTICLE XXIV - WORKERS' COMPENSATION**

In the event that any employee is injured in the scope of his/her employment and is entitled to Workers' Compensation under the Wisconsin Statutes, his/her Workers' Compensation payment for his/her period of disability shall be supplemented by the City so that said employee receives his/her full salary during said period. The period of time during which an employee shall receive full salary under this provision shall be limited to ninety (90) work days. Upon approval of the Chief of Police and with the concurrence of the City Manager, additional cumulative periods may be allowed.

Employees will not receive duty incurred disability pay from the City for a physical condition pre-existing the date of hire of such persons.

#### **ARTICLE XXV - CLOTHING ALLOWANCE**

Effective 1/1/2004, each supervisor (sergeant) shall receive an annual uniform allowance of six hundred fifty (\$650.00) dollars, which shall be paid directly to the supervisor with the first paycheck in January of each year.

At the time of the expiration of the manufacturer's warranty, the City will replace the bullet resistant vest. The City will purchase vests which will be of the level originally provided (level IIIA in 1991).

## **ARTICLE XXVI - RETIREMENT SYSTEM**

The employee agrees to pay that portion of the employee's WRS contribution rate. Beginning January 1, 2013, employees will be required to pay a percentage of each payment of earnings equal to the full amount of the general employee's share of the WRS payment, as approved by the Employee Trust Funds from time to time.

## **ARTICLE XXVII - POSITION ASSIGNMENT POLICY**

Shift or job assignments shall be made for the good of the department. However, where practical, seniority in grade will be considered for such assignments.

## **ARTICLE XXVIII - SENIORITY**

Seniority shall be defined as follows: City seniority is that length of time which is accrued since the last date of hire. Department seniority shall be defined as the length of time since the last date of hire as a sworn officer with the police department. Bargaining unit seniority shall be defined as the length of time since the last promotion date as a sergeant with the department. Records indicating seniority shall be maintained by the department and the association shall receive a copy of the seniority list upon request.

For special events (grants, sporting events), first priority for non-supervisory overtime shall be given to police officers. If an insufficient number of officers request the overtime assignment, sergeants may request the non-supervisory overtime assignment. Bargaining unit seniority shall be used in determining the assignment of such overtime. Special event overtime shall not supersede any supervisory assignment. Sergeants may request special event supervisory overtime when available, which shall be awarded based on bargaining unit seniority.

City seniority shall be used in determining the amount of vacation days that the employee is eligible for.

Bargaining unit seniority shall be used for vacation selection and assignment of non-special event supervisory overtime duties.

## **ARTICLE XXIX- EDUCATION PROGRAM**

### **Statement of Intent**

The philosophy or intent implied to the formulation of an Incentive Pay Plan for police is to improve the educational level of law enforcement personnel. It is for this purpose that the benefits included within this pay plan are offered.

Implied throughout this Incentive Pay Plan is the premise that this plan should act as an incentive for the attainment of a broader background in higher education. Also implied is the premise that the broader educational background should reflect itself in job performance.

### **Goals**

There are three specific goals which are a part of this Incentive Pay

1. To upgrade the educational level of the personnel of the Beloit Police Department.
2. To aid in the attraction and retention of qualified personnel who have an interest in law enforcement supervision.
3. To retain qualified police officers who have exhibited a desire for self-improvement and promotion.

### **Definitions**

For purpose of this pay plan, education shall mean course work as offered by a university, college, technical school or special training academy as approved by the Chief of Police. The term "service rating" shall refer to the system of evaluating job performance. Law enforcement personnel shall be defined as "all sworn full-time officers."

### **Eligibility**

To attain eligible status for inclusion in the Incentive Plan an individual must attain satisfactory performance on all service ratings.

### **Qualifications**

Qualification for the various increments of incentive pay shall be accomplished on the basis of points. Table 1 illustrates the points required for the various incentive steps.

**TABLE 1 - POINT EQUIVALENTS FOR INCENTIVE STEPS**

<b>INCENTIVE STEP</b>	<b>POINTS</b>	<b>MONTHLY INCREMENTS</b>	<b>BI-WEEKLY INCREMENTS</b>
1	15	12.00	5.54
2	30	24.00	11.08
3	45	36.00	16.62
4	60	48.00	22.16
5	75	60.00	27.70
6	90	72.00	33.24
7	105	84.00	38.76
8	120	96.00	44.30
9	Baccalaureate	108.00	49.84
10	B.A. + 15	120.00	55.38
11	B.A. + 30	132.00	60.92
12	B.A. + 45	144.00	66.46
13	Masters Degree	156.00	72.00

Points for purpose of this Incentive Pay shall be awarded on the following basis:

1. One point for each approved semester hour credit.
2. One thirtieth of a point for each class hour at approved police oriented non-academic seminar or short courses for which an exam, class project or other evaluation is required and for which no job time is given or pay received unless attendance is required. These approved class hours shall be banked from course to course for purposes of determining total points or fractions thereof.

**Implementation**

Points will be re-totaled for purposes of making alterations and incentive pay adjustments following successful completion of the educational work. Payroll adjustments will be effective the next pay period after submission of credits to the Chief of Police. The Chief of

Police shall be responsible for the administration of the Educational Incentive Plan. When an individual desires to appeal an interpretative ruling by the Chief, an Appeals Committee comprised of the Chair of the Police and Fire Commission, the Director of Human Resources, and the City Manager for the City of Beloit will rule upon that appeal. Such appeal must be made in writing to the Director of Human Resources within ten days after an adverse ruling by the Chief of Police and it will be the responsibility of the Director of Human Resources to call a meeting of the committee. The ruling of the committee on these appeals will be binding upon both parties.

**NOTE:** Effective 1990 education incentive is to be equal to 100% of the patrol education incentive.

#### **ARTICLE XXX - WAGES**

The following salary schedule shall be in effect during the term of this agreement. Salaries shown are bi-weekly amounts. Employees shall advance to the various steps following completion of the number months and years shown.

All employees shall be paid via direct deposit to a financial institution designated by the employee.

## SERGEANT WAGES

### BELOIT SUPERVISORY PAY SCALE - SERGEANT WAGES

#### Effective 1/1/18 - 2.0%

	Hourly	Overtime	Bi-weekly	Annual (x26)
Starting Sergeant	34.5712	51.8568	2,765.70	71,908.20
18-Month Sergeant	35.8019	53.7029	2,864.15	74,467.90
3-Year Sergeant	37.0550	55.5825	2,964.40	77,074.40
5-Year Sergeant	38.2852	57.4278	3,062.82	79,633.32
7-Year Sergeant	39.0509	58.5764	3,124.07	81,225.82

### BELOIT SUPERVISORY PAY SCALE - SERGEANT WAGES

#### Effective 1/1/19 - 2.0%

	Hourly	Overtime	Bi-weekly	Annual (x26)
Starting Sergeant	35.2626	52.8939	2,821.01	73,346.26
18-Month Sergeant	36.5179	54.7769	2,921.43	75,957.18
3-Year Sergeant	37.7961	56.6942	3,023.69	78,615.94
5-Year Sergeant	39.0509	58.5764	3,124.07	81,225.82
7-Year Sergeant	39.8319	59.7479	3186.55	82,850.30

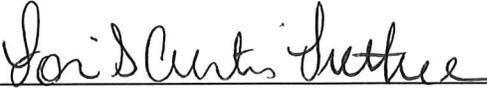
### BELOIT SUPERVISORY PAY SCALE - SERGEANT WAGES

#### Effective 1/1/20 - 2.0%

	Hourly	Overtime	Bi-weekly	Annual (x26)
Starting Sergeant	35.9678	53.9518	2,877.42	74,812.92
18-Month Sergeant	37.2483	55.8725	2,979.86	77,476.36
3-Year Sergeant	38.5520	57.8280	3,084.16	80,188.16
5-Year Sergeant	39.8319	59.7479	3,186.55	82,850.30
7-Year Sergeant	40.6286	60.9429	3,250.29	84,507.54

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 20<sup>th</sup> day of March, 2018.

**CITY OF BELOIT**

  
Lori S. Curtis Luther  
City Manager

**BELOIT POLICE SUPERVISOR'S ASSOCIATION**

  
Luann Alme  
Business Agent

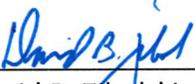
**ATTEST**

  
Lorena Rae Stottler  
City Clerk-Treasurer

**BARGAINING COMMITTEE MEMBERS:**

  
Matthew Donovan  
President

**BARGAINING COMMITTEE MEMBERS:**

  
David B. Zibolski  
Police Chief

  
Jamie Linder

  
Ryan Flanagan

  
Marianne Marshall  
Human Resources Director

  
Chris Eberhardt

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF БЕЛОIT  
AND THE  
БЕЛОIT POLICE SUPERVISORY ASSOCIATION**

The 10 hour day in the department is subject to a 3-year Memorandum of Understanding with a sunset of December 31, 2020, which would only expire if either the City or the police officer association provides notice to the other party by June 30, 2020.

If the City or the police officer association exercises its right under the Memorandum of Understanding, the sergeant Memorandum of Understanding will sunset and the work schedule will revert back.

**ARTICLE XIII -SICK LEAVE**

An employee shall accumulate and be granted sick leave with pay at the rate of ten (10) hours per month for each month of continuous service, up to a maximum accumulation of 1200 hours.

**ARTICLE XV – VACATIONS**

**15.01** It is the policy of the City that vacations are necessary to the health and well-being of its employees and that the time off so provided shall be taken by every employee. Paid vacations for employees shall be computed as follows:

- 80 hours after 1 year of continuous service
- 120 hours after 5 years of continuous service
- 160 hours after 10 years of continuous service
- 200 hours after 19 years of continuous service

**Definitions**

1. Full-week vacation period: A period of vacation days connecting regular

scheduled off days together within the ten (10) hour shift schedule, consisting of not more than eleven (11) consecutive calendar days off, inclusive of regular off days and/or city holidays.

2. Segmented vacation period: A period of minimally 20 vacation hours consisting of not more than seven (7) consecutive calendar days off, inclusive of regular off days and/or city holidays.

**15.02** Members who have earned vacation rights under the foregoing provisions shall be entitled to take such vacation during a calendar year as follows:

- (a) In full-week vacation periods.
- (b) Members having two weeks' vacation (80 hours) may split one week into segmented vacation periods or single day vacations.
- (c) Members who have earned three (3) or more weeks' (120 hours or more) vacation may only split up to two weeks into segmented vacation periods or single day vacations.

**15.03** Scheduling of vacations shall be done on a schedule provided by the Department, utilizing seniority within the bargaining unit. Only two (2) Sergeants per off group (red/blue) and in alternating start times may be on a full week vacation period at one time. The scheduling shall be implemented as follows:

- (a) All members, by department seniority, shall select one (1) full-week vacation period by January 15 of the current calendar year.
- (b) All members, by department seniority, shall then select any additional full-week vacation periods by January 30 of the current calendar year.
- (c) All members, by department seniority, shall then select any segmented vacation periods by February 15 of the current calendar year. Segmented vacation periods shall be granted based on staffing needs of the Department and may overlap portions of full-week vacations. In order to accommodate unforeseen

events, members may be granted segmented vacation periods after February 15 in a given year.

- (d) After February 15 of the current calendar year, all single-day vacation time off requests shall be subject to the thirty (30) day rule as outlined in Section 15.04.

**15.04** The thirty (30) day rule pertains to all discretionary benefit time exclusive of full-week vacation and segmented vacation periods. Requests shall be made as follows:

- (a) Requests shall be accepted no sooner than 30 days from the day requested and up to one (1) day prior to the day requested (i.e. member wants to be off on March 15, request may be submitted no sooner than February 15 and no later than March 14, time is not a factor).
- (b) The request should be date stamped utilizing a department time clock and will be approved based on staffing needs of the Department on a seniority basis (i.e. two members both submit a request on February 15 for an off day on March 15, request is granted based on staffing availability and member seniority).

**15.05** Departmental vacation schedules shall be subject to final approval by the Chief. Once approved, full or segmented vacation periods shall not be cancelled by the Department unless the Chief determines it necessary due to extraordinary circumstances or in the event of public emergencies requiring significant personnel to ensure public safety.

**15.06** The use of any discretionary benefit time in single-day increments shall not be allowed on the following days/shifts, unless approved by the Chief of Police no sooner than 30 days in advance:

- (a) Memorial Day, First Shift
- (b) Fourth (4th) of July, Second and Third Shift
- (c) Beloit Memorial High School Homecoming, First Shift
- (d) New Year's Eve, Third Shift.

Full-week vacations will not be affected.

## **ARTICLE XVII - HOURS OF EMPLOYMENT**

The normal work schedule for Sergeants shall be the ten (10) hour work day. Exceptions may be made for training or special assignments. On the common training day, Wednesday, shift hours may be adjusted to accommodate training.

All time required to be worked over the Sergeant's normal work day or work week will be paid at a rate of time-and-one-half the Sergeant's base pay. Sergeants are not required or allowed to report to work and begin a shift unless specifically authorized. If a sergeant is designated as a shift commander, he/she shall report eighteen (18) minutes before the scheduled shift start time and shall receive overtime compensation for the eighteen (18) minute early start.

Whenever a Sergeant is ordered to appear for an internal investigation while off-duty, he/she shall be paid one-and-one-half (1 1/2) times his/her hourly rate. Whenever a member is required to report for duty during non-duty hours he/she shall be paid one-and-one-half (1 1/2) times his/her hourly rate. All Sergeants shall be subject to emergency call in at any time. A minimum of two (2) hours pay shall be paid for call INS under this provision.

### **Compensatory Time**

Effective 1/1/97, Sergeants will be allowed to elect compensatory time in lieu of cash overtime at the rate of 1.5 hours for each overtime hour worked under the following conditions:

- (a) The election of comp time as well as the request for use of comp time (use of a full day of comp time is 10 hours) must be communicated on forms developed by the Department.
- (b) The Chief of Police or his/her designee has the sole discretion to approve or disapprove the scheduling of comp time and to designate times when comp time may be used.

- (c) The maximum amount of comp time that may be accumulated in an employee's comp time bank at any one time is fifty (50) hours.
- (d) Comp time must be taken in whole or half hour increments only.

Any comp time not scheduled or not able to be scheduled for use by December 1 will be paid out on the next pay period provided adequate time is available for payroll processing, in any case, no later than the last pay period of the calendar year.

### **ARTICLE XIX - HOLIDAYS**

#### **Sergeants on a 10-hour Day Schedule**

Sergeants working a full shift on a holiday listed below will be compensated at one and a half (1.5) times the Sergeant's normal pay for hours worked during the twenty four hour period identified as the holiday.

The City recognizes the following days as holidays:

- New Year's Eve Day
- New Year's Day
- Spring Holiday (to be taken the Friday before Easter Weekend)
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

A holiday shall cover a twenty-four (24) hour period beginning at 12:00 A.M. on the day of the holiday and continue until 11:59 P.M. the same day.

### **Floating Holidays**

All supervisors are entitled to one Floating Holiday per year. Scheduling of a floating holiday shall be in conformity with the 30-day rule as defined in Section 15.04 of this Agreement.

### **Paid Holidays**

Holiday pay shall be a one- time annual payment of 80 hours (pro-rated in case of mid-year promotions or schedule changes) payable the last pay period in November on a separate check. Any overtime on a holiday shall be paid as part of the normal, bi-weekly payroll.

### **SUBSTITUTIONS**

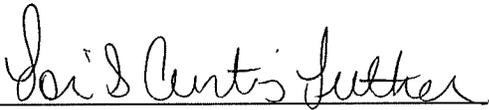
In order to allow another mechanism for members to acquire discretionary time off without adversely affecting the efficient operations of the Department, a substitution program may be utilized by members under the following parameters:

- (a) Members may acquire substitutions in no less than 1 hour of their shift.
- (b) The member requesting a substitution must first be denied the use of discretionary benefit time due to staffing needs of the Department or have insufficient discretionary time available.
- (c) The request for substitution shall be no sooner than thirty (30) days prior to the requested date in conformity with the thirty (30) day rule in Section 15.04 of this Agreement.
- (d) A department-issued form shall be utilized and completed by the requesting sergeant. The form shall include the date, shift, and name of the sergeant working replacement. Both sergeants involved in the substitution shall sign the form, acknowledging the responsibility to work the agreed day and shift.
- (e) If an employee who is substituting for another employee exceeds the hours of the substitution shift, the substituting employee shall be entitled to overtime compensation for the excess hours.

Employees engaged in the substitution process must be of the same job classification. The hours worked by the substituting employee shall be excluded from the calculation of hours for which the substituting employee could otherwise be entitled to overtime. The substituting members are responsible to report for duty on the agreed upon date/shift. If a replacement member utilizes sick time on the date/shift they were to work replacement, their sick bank will be docked accordingly and they will be unable to request or work in a replacement capacity for a period of six (6) months.

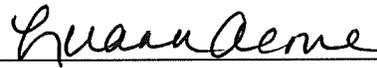
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 20th day of March, 2018.

**CITY OF БЕЛОIT**



Lori S. Curtis Luther  
City Manager

**BELOIT POLICE SUPERVISOR'S ASSOCIATION**



Luann Alme  
Business Agent

**ATTEST**



Lorena Rae Stottler  
City Clerk-Treasurer

## **2018-2020 WPPA Contract.pdf**



**AN  
AGREEMENT  
BETWEEN**

**THE CITY OF BELOIT**

**AND**

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION/  
LAW ENFORCEMENT EMPLOYEE RELATIONS  
DIVISION (WPPA/LEER)**

**January 1, 2018 through December 31, 2020**

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## **AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Beloit, Wisconsin, hereinafter referred to as the City, and Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, hereinafter referred to as WPPA/LEER.

### **ARTICLE I - PURPOSE OF AGREEMENT**

**1.01** It is the intent and purpose of the parties hereto that this Agreement be made for the purpose of promoting and improving the working conditions between the City and WPPA/LEER, as well as the safety and well-being of the citizens of the City, and to establish rates of pay and other economic conditions of the employees and other terms and conditions of employment to be observed by the parties hereto.

### **ARTICLE II – RECOGNITION**

**2.01** It is hereby certified that WPPA/LEER has been selected by the required number of eligible employees of the City of Beloit who voted at said election in the collective bargaining unit consisting of all police officers and detectives employed by the City of Beloit, excluding supervisory, managerial, and confidential employees, as their representative; and that pursuant to the provisions of Section 111.70 of the Municipal Employment Relations Act, said labor organization is the exclusive collective bargaining representative of all such employees for the purposes of collective bargaining with the above named Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours, and conditions of employment, per Case 112, No. 49194 ME-3320, Decision No. 27840.

### **ARTICLE III - FAIR SHARE - DUES DEDUCTION**

**3.01 FAIR SHARE:**

**A. Coverage** - All employees in the bargaining unit shall be required to pay, as provided in this Article, a proportionate share of the costs of collective bargaining

and contract administration by paying an amount equivalent to the Uniform dues requested of employees. No employee shall be required to join WPPA/LEER, but membership in WPPA/LEER shall be available to all employees who apply, consistent with WPPA/LEER constitution and bylaws.

- B. Procedure** - The City shall deduct from the earnings of all employees in the collective bargaining unit, as defined below, their fair share of the cost of collective bargaining and contract administration by WPPA/LEER, as provided in Section 111.70(1)(f), Wisconsin Statutes, 1987-88 and a proportionate share of the costs of collective bargaining and contract administration by paying an amount equivalent to the uniform dues requested of employees and as certified to the City by WPPA/LEER. The City shall pay said amount to the treasurer of WPPA/LEER on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be after thirty (30) days of employment. The City will provide WPPA/LEER with a list of employees from whom deductions are made with each monthly remittance to WPPA/LEER.
- C. Certification** - WPPA/LEER shall notify the City of the amount certified by WPPA/LEER to be the fair share of the cost of collective bargaining and contract administration by WPPA/LEER and the date for the commencement of fair share deductions.
- D. Compliance** - WPPA/LEER agrees to certify to the City only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. WPPA/LEER agrees to inform the City of any change in the amount of such fair share costs.

- E. **Indemnification** - WPPA/LEER does hereby indemnify and shall save the City harmless against any and all claims, demands, suits, or other forms of liability, including court costs that shall arise out of or by reason of action taken or not taken by the City to comply with the fair share provision. WPPA/LEER and its attorneys shall control the defense of any such claims, suits, demands, or other forms of liability. However, nothing set forth herein shall preclude the City from participation in any such legal action at its own expense.

### 3.02 DUES DEDUCTION:

- A. **Coverage** - The City agrees it shall deduct, from the earnings of all employees in the collective bargaining unit covered by this Agreement, the amount of money certified by WPPA/LEER as being the monthly dues uniformly required of all employees, initiation fees, and/or uniform assessments of WPPA/LEER by the end of the month in which the deduction is made. Changes in the amount of dues to be deducted shall be certified by WPPA/LEER.
  
- B. **Certification** - WPPA/LEER shall certify to the City in writing a list of its members working for the City who have furnished to WPPA/LEER and the City the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted from the pay of such employees. WPPA/LEER shall furnish this information prior to the beginning of the first month in which deductions must be made. The City shall keep the list current, adding new employees upon certification by WPPA/LEER and deleting the names of employees who are no longer employed.
  
- C. **Prohibition** - No deduction shall be made which is prohibited by law.
  
- D. **Indemnification** - WPPA/LEER does hereby indemnify and shall save the City harmless against any and all claims, demands, suits, or other forms of liability,

including court costs that shall arise out of or by reasons of action taken or not taken by the City to comply with the dues deduction provision. WPPA/LEER and its attorneys shall control the defense of any such claims, suits, demands, or other forms of liability. However, nothing set forth herein shall preclude the City from participation in any such legal action at its own expense.

#### **ARTICLE IV - TERMS OF AGREEMENT**

**4.01** This Agreement shall be effective January 1, 2018 and shall remain in full force and effect to and including December 31, 2020. The Agreement contains two outlined Memorandums of Understanding attached. Demand for renegotiations of the existing contract shall be made in writing by July 1, 2020. In the event terms of a new contract are not agreed upon by December 31 of the bargaining period, the existing contract shall continue in force until such time as a new contract is agreed upon.

#### **ARTICLE V - MATTERS NOT COVERED**

**5.01** Matters not expressly covered by this Agreement which are proper subjects for collective bargaining shall not be affected by this Agreement. All mandatory customs, agreements, procedures, and personnel policies observed and recognized during previous years, whether subject to formal agreements or not, between the City and the personnel comprising WPPA/LEER, and not specifically covered by this Agreement shall continue in full force and effect.

**5.02** No changes shall be made in any such mandatory matters, without appropriate prior consultation between the City and WPPA/LEER, and mutual agreement thereto by said parties.

#### **ARTICLE VI - RIGHTS OF EMPLOYER**

**6.01** It is agreed that the rights, functions, and authority to manage all operations and functions are vested in the City and include, but are not limited to, the following:

- A. To prescribe and administer general orders essential to the accomplishment of the services desired by the City Council. The Association shall be provided a copy of new or amended general orders ten (10) calendar days prior to implementation.
- B. To manage and otherwise supervise all employees in the bargaining unit.
- C. To hire, promote, transfer, train, assign, and retain employees and to suspend, demote, dismiss, or take other disciplinary action against employees as circumstances warrant for just cause.
- D. To lay off employees.
- E. To maintain the efficiency and economy of the City operations entrusted to the administration.
- F. To determine the methods, means, and personnel by which such operations are to be conducted.
- G. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- H. To exercise discretion in the operation of the City, budget, organization, assignment of personnel, and the technology of work performance.

**6.02** Nothing contained in this management rights clause should be construed to divest WPPA/LEER of any rights granted by Wisconsin Statutes. The power, rights, and

authority claimed herein by the City are not to be exercised in a manner that will undermine WPPA/LEER.

#### **ARTICLE VII - ASSOCIATION ACTIVITY**

- 7.01** WPPA/LEER agrees to conduct its business off the job as much as possible. This section shall not operate as to prevent a steward or WPPA/LEER representative from conferring with employees during the course of the working day for reasonable time, providing that the supervisor whose shift is involved is notified. Only a designated union steward or union officer will be allowed to attend a union meeting during the hours that the representative would ordinarily be working.
- 7.02** The City agrees that time spent in the conduct of grievances and in bargaining shall not be deducted from the pay of delegated employee representatives of WPPA/LEER. The bargaining committee and grievance representatives for WPPA/LEER shall be as determined by WPPA/LEER except that no more than two employees shall be on duty and in pay status by the employer. The City and WPPA/LEER agree that limitation shall not apply during meetings in progress at the time of shift change.
- 7.03** One employee who is elected to serve as a representative of WPPA/LEER for conventions or conferences shall be granted leave time to attend, provided that a two (2) weeks' notice is given to the Shift Commander. Such leave time shall not exceed five (5) working days per calendar year. Employees shall use discretionary time to be compensated for such time.
- 7.04** WPPA/LEER shall have the right to post notices regarding meetings and WPPA/LEER affairs on a bulletin board provided and designated for WPPA/LEER use by the City. All matters so posted shall be consistent with Wisconsin State Statutes 111.70 and 111.77.

**ARTICLE VIII - SALARIES**

**8.01** Salaries during the term of this Agreement shall be paid in accordance with the schedule set forth in Appendix A, attached hereto and incorporated herein by reference as set forth at length herein.

**8.02** In the event that the City elects to hire new officers with credentials of being a certified police officer with prior experience as a police officer, the newly hired officer will be given full service credit for the experience. Experience is defined as hours of service while acquiring certification, or as a certified sworn officer that is equivalent to the full-time service, whether full-time, or part-time at any one (1) or more employers prior to being employed at the Beloit Police Department. The determination shall be made on the full number of work hours in a work year at the Beloit Police Department applied to the number of hours of police work claimed.

**8.03 SPECIALTY ASSIGNMENT PAY**

(a) Except for Police Training Officers (PTO), Patrol officers assigned to any specialty position will, in addition to their base pay, receive one thousand dollars (\$1,000) annually.

(b) Permanent detectives will, in addition to their base pay, receive one thousand five hundred dollars (\$1,500) annually.

(c) Patrol officers working as PTO's will receive one hour of pay at an overtime rate for each day in which they are training a new officer assigned to a PTO training phrase.

(d) Patrol officers being reassigned from the Detective Bureau or any other specialty position, will then receive only those wages established in Appendix A within the proper classification.

**8.04 SPECIALTY ASSIGNMENT TIMEFRAMES**

Specialty assignments shall be for lengths as follows:

Canine Handler	Service life of the dog or 60 months
School Resource Officer (SRO)	36 months

Child Abuse Officer (CAO)	36 months
Violent Crimes Interdiction Unit (VCIT)	12 months (2 officers)
All Other Specialty Positions	12 months or seasonal
Detective	Permanent, unless removed for cause
Task Force Officers	36 months
Except for Task Force Officers, assignments may be extended in periods of six (6) months as follows:	
Canine Handler	not to exceed 72 months
School Resource Officer (SRO)	not to exceed 48 months
Child Abuse Officer (CAO)	not to exceed 48 months
Violent Crimes Interdiction Unit (VCIT)	not to exceed 18 months
All Other Specialty Positions	not to exceed 36 months

Task Force Officers, after the initial 36 month assignment, may be renewed in 12-month increments as determined by the Chief.

Personnel may remain in an assigned specialty position as long as they perform to standards, complete all necessary training, and are within the time parameters of the assignment. Permanent detectives shall only be removed from the Detective Bureau for cause related to performance or disciplinary issues.

The Chief may assign personnel on a temporary basis to fill any specialty assignment as the needs of the service dictate.

## **8.05 SPECIALTY POSITION WORK HOURS**

- A. School Resource Officers shall be scheduled to an eight hour, five-day on, two-day off, Monday through Friday work schedule during the school year, except that on days during the school year when school is not in session, SROs may be scheduled to fill in for known patrol staffing needs with adjustment of hours if necessary upon reasonable notice.

- B. Special Operations Division (Detectives, Child Abuse Officer, Violent Crimes Interdiction Team, Task Force Officer and other similar specialty positions) shall be scheduled an eight hour, five-day on, two-day off, Monday through Friday work schedule. Based on the needs of the Department, work hours may be varied.
- C. All other specialty positions shall be assigned to schedules and duties based upon the needs of the department.

It is understood that the City has the management right to create, eliminate or modify specialty positions during the term of the Agreement. Modifications to existing specialty positions involving wages, hours or conditions of employment shall be subject to negotiations between the parties, however, the creation or elimination of a specialty position is not the subject of negotiations or agreement between the parties.

Pay for specialty positions shall be as set forth in Section 8.03 of the Agreement.

#### **8.06 OVERTIME ASSIGNMENT OF SPECIALTY POSITIONS**

Officers assigned to specialty positions may volunteer to fill in for patrol shift coverage staffing needs consistent with the overtime posting provisions in Article IX of this Agreement.

#### **8.07 SCHOOL RESOURCE OFFICER (SRO) SUMMER ASSIGNMENT AND BENEFIT TIME REQUESTS**

School Resource Officers shall be assigned to the Patrol or Special Operations Division when the school year is not in session (summer break). Such assignments shall be made no later than May 15<sup>th</sup> of each year. Division and shift assignments will be first offered to the most senior SRO who may choose to accept or decline such assignment and choose another that is available. Assignments may be changed through the course of the summer, based upon Departmental needs. SRO's assigned to the Patrol Division will

be placed upon a shift; however, in order to maintain continuity in earned benefit time, they will only be assigned to eight (8) hours of any ten (10) hour patrol shift. The assignment of an SRO to a patrol shift during the summer break period shall not displace another officer who is assigned to that shift. Work to be performed by the SRO assigned to one of the Divisions shall be consistent with work performed by that Division.

School Resource Officers are expected to submit their request for discretionary benefit time off consistent with Article XIII of this Agreement.

## **8.08 INCENTIVE PAY PLAN:**

### **Statement of Intent**

The intent implied in the formulation of an Incentive Pay Plan for police is to improve the educational level of law enforcement personnel. It is for this purpose that the benefits included within this pay plan are offered.

Implied throughout this Incentive Pay Plan is the premise that this plan should act as an incentive for the attainment of a broader background in higher education. Also implied is the premise that the broader educational background should reflect itself in job performance.

### **Goals**

There are three specific goals which are a part of this Incentive Pay Plan:

1. To aid in the attraction of qualified individuals who have an interest in law enforcement.
2. To upgrade the educational level of the personnel of the Beloit Police Department.
3. To retain qualified police officers who have exhibited a desire for self-improvement.

## **Definitions**

For purpose of this pay plan, education shall mean course work as offered by a university, college, technical school, or special training academy as approved by the Police Chief. The term "service rating" shall refer to the system of evaluating job performance. Law enforcement personnel shall be defined as "all sworn full time officers."

## **Eligibility**

To attain eligible status for inclusion in the Incentive Plan an individual must:

1. Acquire a permanent appointment after successfully completing police training and probationary periods.
2. Attain satisfactory performance on all service ratings.

Education incentive payments will be made on the basis of points. Points for purpose of this Incentive Plan shall be awarded on the following basis:

1. One point for each approved semester hour credit.
2. One-thirtieth of a point for each class hour at approved police oriented non-academic seminar or short courses for which an exam, class project, or other evaluation is required and for which no job time is given or pay received unless attendance is required. These approved class hours shall be banked from course to course for purposes of determining total points or fractions.

STEP	POINTS	INCREMENTS	
		MONTH	BI-WEEKLY
1	15	\$12.00	\$5.54
2	30	24.00	11.08
3	45	36.00	16.62
4	60	48.00	22.16
5	75	60.00	27.70
6	90	72.00	33.24
7	105	84.00	38.76
8	120	96.00	44.30
9	Baccalaureate	108.00	49.84
10	Baccalaureate + 15	120.00	55.38
11	Baccalaureate + 30	132.00	60.92
12	Baccalaureate + 45	144.00	66.46
13	Masters Degree	156.00	72.00

The following point values and payments are the amount awarded for the purpose of educational incentive.

Points will be re-totaled for purposes of making alterations and incentive pay adjustments following successful completion of the educational work. Payroll adjustments will be effective the next pay period after submission of credits to the Police Chief. The Police Chief shall be responsible for the administration of the Educational Incentive Plan. When an individual desires to appeal an interpretative ruling by the Chief, an Appeals Committee comprised of the Chairman of the Police and Fire Commission, the business agent for Wisconsin Professional Police Association/Law Enforcement Employee Relations Division assigned to this contract, and the Director of Human Resources for the City of Beloit will rule upon that appeal. Such appeal must be made in writing to the Director of Human Resources within ten days after an adverse ruling by the Police Chief and it will be the responsibility of the Director of Human Resources to call a meeting of the committee. The ruling of the committee on these appeals will be binding upon both parties.

- 8.09** All employees shall be paid via direct deposit to a financial institution designated by the employee.

#### **ARTICLE IX - HOURS OF EMPLOYMENT**

- 9.01** The work schedule shall be 5-2, 5-3, with an 8½ hour work day. Exceptions may be made for training or special assignments provided the officer agrees to accept such training or assignment. All time required to be worked over the officer's normal work day or work week will be paid at a rate of time-and-one-half the officer's base pay.

**Note: Section 9.01 is subject to the Memorandum of Understanding.**

#### **9.02 COMPENSATORY (COMP) TIME**

Employees will be allowed to elect compensatory time in lieu of cash overtime at the rate of 1.5 hours for each overtime hour worked under the following conditions:

- A. The election of comp time as well as the request for use of comp time (use of a full day of comp time is eight (8) hours) must be communicated on forms developed by the Department.
- B. The Police Chief or his/her designee has the sole discretion to approve or disapprove the scheduling of comp time and to designate times when comp time may be used.
- C. The maximum amount of comp time that may be accumulated in an employee's comp time bank at any one time is twenty-five and ½ (25.5) hours.
- D. Comp time must be taken in whole or half hour increments only.
- E. Any comp time not scheduled or not able to be scheduled for use by December 1 will be allowed to be carried over into the next year.
- F. Requests for the use of compensatory time off requires seventy-two (72) hours' notice for a full day off. Request for half days can be made the day it is to be used.

**Note: Section 9.02 is subject to the Memorandum of Understanding.**

**9.03** Whenever an officer is ordered to appear for an internal investigation on a normal work day outside of their duty hours, they shall be paid one-and-one half (1 1/2) times their hourly rate. On an off-duty day, they shall be paid twice (2x) their hourly rate.

**9.04** Effective January 1, 2018, Administrative Days are eliminated. In exchange for the elimination of Section 9.04, each employee receiving Administrative Days under Section 9.04 in the agreement effective January 1, 2014 through December 31, 2017 will receive

a one-time payment of \$2,000 no later than March 31, 2018. This section will be removed from the contract December 31, 2020.

**9.05** Whenever an employee is required to be on standby or called in, excluding court time, on his/her off time by the Police Chief or his/her designee, the employee shall receive a minimum of two (2) hours pay at the overtime rate.

**9.06 OVERTIME STAFFING ASSIGNMENTS**

In order to ensure safe, efficient, and effective operations, members may be required to work overtime assignments to address staffing needs of the Department. Such overtime assignments are defined as follows:

- A. **Call-In:** A member is directed to report for duty earlier than the assigned work shift.
- B. **Holdover:** A member is directed to remain on duty in excess of the assigned work shift.
- C. **Special Operations:** A member assigned to a specialty unit who possesses special skills and abilities (Tactical Operations Unit, Mobile Field Force, Evidence Technicians, Detectives, etc.) is directed to report for duty as the result of a special operation, investigation or critical incident.
- D. **Shift Coverage:** A member is provided the opportunity to work overtime on an off day to fill patrol staffing needs due to position vacancies, extended leaves (FMLA, Military, etc.), or extended illness.
- E. **Special Events:** A member is provided the opportunity to work overtime to staff a special event such as, community festivals, parades, dignitary security details, Honor Guard detail, etc.

**9.07 CALL-IN OVERTIME PROCESS**

The Patrol Commander will ensure an overtime call-in list is established for Patrol Division personnel and maintained by each Shift Commander. The call-in list will be

based on seniority by assigned shift. The Shift Commander shall determine the need for call-in overtime based on the needs of the Department on the given day/time.

When a call-in is needed, the Shift Commander shall first use the current volunteer list to identify potential volunteers who may work the overtime concurrently with the shift in need or on their off day. An updated volunteer list will be available electronically and members may designate whether or not they wish to be notified of volunteer overtime while on their off days. School Resource Officers (SRO) and Patrol Officers assigned to the Violent Crimes Interdiction Team (VCIT) may place themselves on the volunteer list. If unable to fill the need through the volunteer list, the Shift Commander will then utilize the mandatory call-in list to notify the next officer in line to be mandated.

Incidents or investigations requiring a call-in of Special Operations Division personnel shall be determined and initiated by the Special Operations Division Lieutenant of Detectives through the Shift Commander.

#### **9.08 HOLDOVER OVERTIME PROCESS**

The Shift Commander shall determine the need for holdover overtime based on the needs of the Department on the given day/time. When an overtime need is identified at the end of a shift and not posted (i.e. sick call), the Shift Commander shall ask for volunteers from the current patrol shift. If no one volunteers, then the Shift Commander shall mandate the next officer in accordance to the mandatory checklist.

#### **9.09 SPECIAL OPERATIONS OVERTIME**

Specialty unit members (Patrol or Special Operations) who are called in to duty by the Shift Commander are eligible to receive overtime pay from the time they report for duty until completion of the assignment. If a detective has been approved for a take-home vehicle, then the detective will be paid from the time they leave their home until completion of the assignment. Specialty unit members may decline to respond if unable to do so as a result of distance or other circumstances.

## **9.10 SPECIAL EVENTS AND SHIFT COVERAGE OVERTIME**

The Department shall post overtime needs for members who wish to work overtime to staff special events or to fill shift coverage needs. Overtime assignments shall be posted by the Department as follows:

- A. All overtime under this section will be posted no more than thirty (30) days in advance.
- B. Posted overtime will be open to all sworn patrol officers regardless of assignment.
- C. Postings will close 24 hours prior to the overtime assignment.
- D. Selection of Officer(s) will be made based on seniority.
- E. It is the officer's responsibility to check if they have the overtime and report for duty at the assigned time.
- F. Shift coverage overtime postings will be in five (5) hour increments. Officers may only work two (2) five (5) hour increments on a given off day.

The Department reserves the management right to mandate officers to report for duty during off time, but only when the Chief determines it is necessary as the result of a critical incident or other extraordinary event requiring significant personnel to ensure public safety.

**NOTE: If either party exercises rights under the Memorandum of Understanding to invoke the sunset clause, Section 9.10(f) will be modified to reflect ½ of the work day instead of five (5) hours.**

## **ARTICLE X - COURT TIME**

- 10.01** Each employee subpoenaed to appear in any court, whether it be criminal, civil, Police and Fire Commission Hearing or Administrative Hearing, concerning matters arising in the course of their duties, during non-duty hours, shall receive one and one-half (1 1/2) times their hourly rate of pay for time actually spent in court (including time spent

waiting at the court house at the direction of the prosecutor), if on a scheduled work day. On an officer's day off, that officer will receive double time for time spent in court. Officers will be paid for lunch periods if required to return for further testimony after the lunch periods. Any officer subpoenaed to appear in any court or hearing, who in fact responds to such subpoena, shall receive not less than forty (\$40.00) dollars regardless of the time in fact spent in court.

**10.02** Officers subpoenaed to appear in a court outside the corporate limits of Rock County, shall in addition, be reimbursed for mileage, meals and other reasonable necessary expenses as established by City policy. Receipts are required by the City for meals and other expenses. Inside Rock County, officers will be reimbursed the actual round trip mileage from their residence not to exceed thirty-two (32) miles.

**10.03** Subpoena cancellations not given with a minimum twenty-four (24) hour notice, will result in the minimum court allowance payment to the officer.

**10.04 COURT/SHIFT SUBSTITUTION TIME**

Each employee who is subpoenaed to appear in any court case concerning matters arising in the course of their duties may substitute court hours for their regular duty hours at the rate of time and one-half (1 1/2) if:

- A. Court hours are not during their duty hours.
- B. Duty hours and court hours occur during the same work day.
- C. Substitution must be for hours at the beginning of the shift.
- D. Second shift officers are to notify the on-duty supervisor at least one hour prior to the start of their duty hours. Third shift officers will notify the on-duty supervisor within one hour after their court appearance.
- E. A maximum of two (2) hours court time (3 hours off at time and one-half) may be used per occurrence.

**Note: Section 10.04 is subject to the Memorandum of Understanding.**

## 10.05 SUBSTITUTIONS

### REQUIREMENTS

- Repayment of initial substitution date must be completed within 90 calendar days
- Request for substitution must be approved by supervisors at least four days prior to the initial substitution date unless otherwise approved by supervisors
- Employees engaged in the substitution process must be of the same job classification
- The hours worked by the substitution employee shall be excluded from the calculation of hours for which the substituting employee could otherwise be entitled to overtime
- The Department is not required to keep a record of hours of substitute work
- “one for one” (substitute may not take leave)

**Note: Section 10.05 is subject to the Memorandum of Understanding.**

### ARTICLE XI - HOLIDAY PAY

**11.01** Employees working a 5/2 – 5/3 schedule shall receive a total of 80 hours (8 hours for each holiday listed) at their current hourly base pay rate for the following holidays listed which they are employed. This payment will be made the first pay date in December each year.

**Note: Section 11.01 is subject to the Memorandum of Understanding.**

**11.02** Employees working a 5/2 schedule shall not receive any compensation for the holidays if they do not work on that day except that if any holiday listed below occurs during any one week vacation period, the employee will not be charged vacation leave for such days. The employee will be required to use five (5) vacation days for scheduling purposes within a thirty (30) day period of that holiday if they wish to protect a one-week block of vacation. For the purpose of this Article, full holidays are:

New Year's Day	Thanksgiving Day
Spring Holiday (to be taken the Friday before Easter Weekend)	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	New Year's Eve Day

**11.03** Employees working during the twenty-four (24) hour period identified as a holiday will be paid at a rate of one and one-half times (1 1/2) times the employee's normal pay for hours worked during that twenty-four (24) hour period.

**11.04** A holiday shall cover a twenty-four (24) hour period beginning at 12:00 AM on the day of the holiday and continue until 11:59 PM the same day.

**11.05** Those employees who leave employment prior to the end of the calendar year shall be paid for the holidays they have earned on their last payroll check.

**11.06 PERSONAL DAY**

Officers, including new hires, will be allowed one (1) personal day per year with pay. Requests for such leave shall be presented to their supervisor at least two (2) working days in advance of the date that the employee intends to be absent.

A minimum of one officer will be allowed to utilize the personal day per shift regardless of staffing. A second or greater number of officers will not be allowed to use the personal day if it results in overtime to staff the affected shift.

**Note: Section 11.06 is subject to the Memorandum of Understanding.**

**ARTICLE XII - MEDICAL INSURANCE**

**12.01** The City shall provide medical, dental, and hospital insurance coverage for each employee and that employee's dependents, including eligible retired officers and their dependents.

Effective January 1, 2018, bargaining unit members will contribute by payroll deduction 5% of the premium, not to exceed \$1260 annually for family coverage and \$600 annually for single coverage.

Effective January 1, 2019, bargaining unit members will contribute by payroll deduction 7.5% of the premium, not to exceed \$2100 annually for family coverage and \$840 annually for single coverage.

Effective January 1, 2020, bargaining unit members will contribute by payroll deduction 10% of premium, not to exceed \$3000 annually for family coverage and \$1260 annually for single coverage.

#### **12.02 FOR EMPLOYEES HIRED BEFORE JANUARY 1, 1995**

Employees hired before January 1, 1995, retiring under honorable conditions or duty incurred injury or disease, from active employment and receiving an annuity from the Wisconsin Retirement Fund as Beloit Police Officers and their dependents (including widow/er and dependent children) shall be retained by the City as members of the eligible medical, hospital, and dental insurance group, under the plan document in effect at the time of retirement.

Retirees shall pay the employee percent of the premium cost effective for active employees at the time of their retirement. The maximum percent of the premium contribution for retirees shall not exceed 12%. At the age of Medicare eligibility, retirees and their dependents that remain eligible for health care continuation, shall enroll in Medicare and will be reimbursed the entire Medicare Part B premium. The employee shall be eligible for the City's retiree supplemental insurance plan at the City's cost.

#### **FOR EMPLOYEES HIRED AFTER JANUARY 1, 1995**

For employees hired on or after January 1, 1995, retiring under honorable conditions or duty incurred injury or disease, from active employment and receiving an annuity from

the Wisconsin Retirement Fund as Beloit Police Officers and their dependents (including widow/er and dependent children) shall be eligible to remain in the group health and dental plan, however, eligibility shall cease when the retiree becomes eligible for Medicare or another group health insurance plan (other than the City of Beloit), then the retiree and their dependents are required to enroll in that other group plan. The City agrees to reimburse on a monthly basis the premium cost, in addition to deductibles, copays, and coinsurance expenses, paid for that period up to the applicable single and/or family maximums set by the Affordable Care Act for that calendar year; however, annual reimbursements, during any year of retirement, shall not exceed \$10,000 single/\$20,000 family.

The retiree will be reimbursed payment of premiums and any deductibles, coinsurance and copayments from a Retiree Health Reimbursement Account (HRA) established by the City. The HRA accounts will be set up to reimburse retirees on a monthly basis after a request for reimbursement of the appropriate amount is made by the Retiree with the appropriate documentation. Appropriate documentation for reimbursement can include an Explanation of Benefits (EOB) with regard to the deductible, coinsurance and copayment and/or a pay statement reflecting the premium contribution amount.

The retiree and any dependents receiving reimbursements under this program shall not participate in City's Group Health Plan and shall not be eligible to re-enroll or participate in the City's Group Health Plan. In the event the other group insurance is no longer available and the retiree acquires health insurance elsewhere, the retiree and dependent spouse/domestic partner shall continue to be reimbursed under the Health Reimbursement Account (HRA). Upon eligibility for Medicare of retiree, all reimbursements under the Retiree Health Reimbursement Account (HRA) will end.

Upon retirement, in the event a retiree is not eligible for coverage with another group health insurance plan, then the retiree and eligible dependents may remain in the same

City's group health and dental plan as active employees with the same contribution rates.

Retirees shall be subject to any modifications of benefits, plan design, premium contributions or carrier that the City may implement in the future and apply uniformly to the active employee's insurance plan. At the age of Medicare eligibility, retirees and their dependents that remain eligible for health care continuation, shall enroll in Medicare and will be responsible to pay the entire Medicare premium.

The City may, at its sole discretion, offer a supplemental or a fully insured policy to retirees after they reach Medicare eligibility. If such a program is offered, retirees may participate in any plan offered by the City with the retiree paying the full cost of the plan. The City reserves the right to stop offering a Medicare supplement plan at any time for any reason.

### **12.03 LIFE INSURANCE**

The City shall pay the full premium cost for the 2018-2020 contract year life insurance coverage provided by the City for each employee.

**12.04** The particular policy coverages and underwriting company shall be selected by the City with at least equal representation by WPPA/LEER as has been afforded in prior years to the employees under arrangements or associations then existing.

### **12.05 VEBA**

The City agrees to establish a Voluntary Employee's Beneficiary Association (VEBA) in accordance with applicable sections of the Internal Revenue Service Code at no cost to the City.

#### **12.06 VEBA (Post-Employment Health Plan)**

The City of Beloit (“Employer”) agrees to participate in the Post-Employment Health Plan for Collectively Bargained Public Employees (“Plan”) in accordance with the terms and conditions of the Plan’s participation agreement, a copy of which is provided along with this agreement. The parties may jointly agree to change the administrator and/or trustee for the Plan during the term of the collective bargaining agreement.

The Employer agrees to contribute to the Plan on behalf of the following category of employees: All police officers and detectives employed by the City of Beloit, excluding supervisory, managerial, and confidential employees.

For the term of this agreement, the Employer shall contribute for each eligible employee the amount of \$825.

### **ARTICLE XIII – VACATIONS**

**13.01** It is the policy of the City that vacations are necessary to the health and well-being of its employees and that the time off so provided shall be taken by every employee except in extraordinary circumstances or in the event of public emergencies declared by the City Manager or the Common Council of the City of Beloit. Paid vacations for employees shall be computed as follows:

- 80 hours after 1 year of continuous service
- 120 hours after 5 years of continuous service
- 160 hours after 10 years of continuous service
- 200 hours after 19 years of continuous service

**Note: Except for the conversion of weeks to hours, Section 13.01 is subject to the Memorandum of Understanding.**

**13.02** Employees who have earned vacation rights under the foregoing provisions, shall be entitled to take such vacation during any calendar year in segments of not less than one week, except officers having two weeks’ vacation may split one week into not less than

eight (8) hour increments. Employees who have earned three (3) or more weeks' vacation may split up to two weeks into not less than eight (8) hour increments. The School Resource Officer may take vacations anytime between school semesters with notice given by March 15 of the current year. SROs may use any accumulated vacation continuously from the end of their last semester at the schools. Benefit time must be taken on non-student contact days.

**Note: Section 13.02 is subject to the Memorandum of Understanding.**

**13.03** Scheduling of vacations shall be done on a schedule provided by the department by seniority within the bargaining unit. A five calendar day notice will be considered acceptable notice for one (1) day increments. In the event an officer working a 5/2 schedule takes vacation, and one or more of the vacation days falls on a holiday, the officer will not be charged for a vacation day on the holiday. The officer working a 5/2 schedule will receive one or more additional days, to be taken immediately before or after the officer's vacation period or within thirty (30) days of the end of the vacation period. No more than 50% of the full time permanent detectives or drug and gang unit association members may schedule earned leave during the same time.

**Note: Section 13.03 is subject to the Memorandum of Understanding.**

**13.04** Supervisors may allow an employee in a day off group to schedule a one (1) day vacation while another employee is off on vacation provided there is no additional cost or inconvenience to the shift or department.

**Note: Section 13.04 is subject to the Memorandum of Understanding.**

**13.05** The thirty (30) day rule regarding extra days for holidays for officers working a 5/2 schedule is also flexible but subject to the approval of the Chief or his/her designee.

**Note: Section 13.05 is subject to the Memorandum of Understanding.**

**13.06** Newly hired employees will accumulate ten-twelfths (10/12) of a day per month paid vacation from the date of employment until the 31st of December of the same year. These employees will be eligible for this vacation upon the completion of one year of service.

**Note: Section 13.06 is subject to the Memorandum of Understanding.**

**13.07** Departmental vacation schedules shall be subject to final approval by the Chief.

**Note: Section 13.07 is subject to the Memorandum of Understanding.**

**13.08** Single vacation, comp or payback days will not be allowed on the following days:

Memorial Day	First Shift	Parade
Fourth (4 <sup>th</sup> ) of July	Second and Third Shift	Concert and Fireworks
Riverfest		# of People in Community
Thursday	None	
Friday	Second and Third Shift	
Saturday	Second and Third Shift	
Sunday	Second	
Homecoming	First Shift	Parade
New Year's Eve	Third Shift Potential Second Shift	

Vacations scheduled in week blocks or a personal day will not be affected.

**Note: Section 13.08 is subject to the Memorandum of Understanding.**

#### **ARTICLE XIV - LEAVES OF ABSENCE**

**14.01** Leaves of Absence may be granted to full-time regular employees who have completed their probationary period and who are covered by this Agreement, as follows:

**14.02 PERSONAL**

The Police Chief may grant a permanent employee a leave of absence without pay for personal reasons for periods not to exceed ninety (90) days. Leaves of absence for personal reasons may be granted any permanent employee for periods in excess of

ninety (90) days, or extensions of ninety (90) day leaves of absence previously allowed, may be granted by the Police Chief with the approval of the City Manager.

- 14.03** Leaves of absence allowed under the terms of this section for personal reasons shall be without pay; however, such leaves shall be without prejudice to any other rights of such employee. Any employee on an unpaid leave of absence, except for FMLA, must pay 100% of insurance premiums. Employees on FMLA must pay the same premium contribution as active employees.

## **ARTICLE XV - BEREAVEMENT**

### **15.01 IMMEDIATE FAMILY**

In the event of the death of a member of an officer's immediate family, as that term is hereinafter defined, such officer shall be granted leave of absence without loss of pay for a period not to exceed three (3) working days, where absence from work is necessitated.

- 15.02** The term "immediate" family as used herein includes spouse, domestic partner as defined in Wis. Stats. 40.02(21c) and 770.01(1), parents, foster parents, step-parents and grandparents of employee and spouse, great-grandparents, children, step-children, current son-in-law, current daughter-in-law, brothers, sisters, grandchildren, half-brothers and sisters, guardians and children of guardians.

### **15.03 NON-IMMEDIATE FAMILY**

In the event of the death of a member of an officer's non-immediate family, as that term is hereinafter defined, such officer shall be granted a leave of absence without loss of pay for a period not to exceed two (2) working days, where absence from work is necessitated.

**15.04** The term "non-immediate" family as used herein includes, sister-in-law, brother-in-law, step-brother, step-sister, foster siblings, aunts and uncle, niece and nephew of the employee and the employee's spouse.

**15.05 FUNERAL LEAVE**

In the event an officer is requested to act as pallbearer, he/she shall be granted leave for a period of not more than four (4) hours for such purpose without loss of pay provided, however, officers who are asked to be pallbearers because of their affiliation with some fraternal association or other organization shall be limited to one paid four (4) hour leave per calendar year.

**15.06** Time may be granted when extended travel is necessary or when an employee's emotional condition warrants additional time off, with pay, by approval of the Police Chief.

**ARTICLE XVI - SICK LEAVE**

**16.01** Each officer shall accumulate one (1) day of sick leave for each calendar month or major portion thereof of service until a total of one hundred twenty (120) days sick leave has been accumulated. Upon authorization of the City Manager, an extension of sick leave up to the number of days an officer had accumulated when the officer first became sick, may be allowed. Any such extension will be debited against the officer's future sick leave accumulation.

**Note: Section 16.01 is subject to the Memorandum of Understanding.**

**16.02** In the event of the death of any officer who has completed the probationary period and, at the time of the officer's death, is serving as an active employee of the Police Department, regardless of the number of years of service, the City shall pay into the officer's VEBA account an amount equivalent to such officer's wages for fifty (50) percent of the officer's accumulated sick leave.

**16.03** The condition in granting sick leave requires that the employee be ill or injured to a degree that prevents him/her from performing his/her regularly assigned duty or when necessary to care for a child or spouse who is ill or injured. The employee shall call the officer in charge to notify him/her of the date he/she expects to return to work, if he/she is able to do so, otherwise, the employee shall call the officer in charge each day in advance so that arrangements can be made for a substitute. As a condition of returning to regular duty from sick leave, that exceeds three (3) working days, the Chief may require an officer to provide a doctor's certificate of illness. The Chief may also request medical certification when there is suspected abuse.

**16.04** Employees hired on or after January 1, 1995, retiring from active duty, and receiving annuities from the Wisconsin Retirement Fund, shall receive a maximum of six (6) weeks gratuity pay, from their sick leave bank, paid to the employee at the time of retirement. Employees hired prior to January 1, 1995, shall receive a maximum of two (2) weeks gratuity pay, from their sick leave bank, paid to the employee at the time of retirement. Upon retirement, any employee retiring with the maximum of one hundred twenty (120) days total in their bank will also receive four (4) weeks gratuity pay paid to the employee at the time of retirement.

#### **ARTICLE XVII – WORKERS’ COMPENSATION**

**17.01** In the event any officer becomes entitled to and receives Workers’ Compensation under Chapter 102 of the Wisconsin Statutes, the officer's Workers’ Compensation payments for the officer's period of compensable total disability shall be supplemented by the City so that said officer's full salary is paid during said period.

**17.02** The period of time during which an officer shall receive full salary under the provisions of Section 15.05, shall be limited to ninety (90) work days. Upon approval of the Police

Chief and with the concurrence of the City Manager, additional cumulative periods of up to ninety (90) days of such benefits may be allowed.

## **ARTICLE XVIII - CLOTHING ALLOWANCE**

### **18.01 PATROL OFFICERS**

Each non-probationary officer shall receive an annual uniform allowance of six hundred fifty (\$650.00) dollars each year, which shall be paid directly to the officer with the first paycheck in January of each year.

### **18.02 DETECTIVE OFFICERS**

Each officer shall receive an annual uniform allowance of six hundred fifty (\$650.00) dollars each year, which shall be paid directly to the officer with the first paycheck in January of each year.

### **18.03 BULLET RESISTANT VESTS**

At the time of the expiration of the manufacturer's warranty, the City will replace the bullet resistant vest. The City will purchase vests which will be of the level originally provided (Level IIIA in 1991).

## **ARTICLE XIX - WISCONSIN RETIREMENT FUND**

**19.01** Employees will be required to pay a percentage of each payment of earnings equal to the full amount of the general employee's share of the WRS payment, as approved by the Employee Trust funds from time to time.

**19.02** All such payments made by the employee under the terms of this article shall be treated as employee contributions and not municipality contributions subject to the provision of Wisconsin Statutes 40.05(2m).

## **ARTICLE XX - GRIEVANCE PROCEDURES**

**20.01 POLICY:** The City and WPPA/LEER agree that grievances are to be resolved in a timely and orderly manner and therefore establish this procedure.

**20.02 DEFINITION:** A grievance is defined as any difference of opinion or misunderstanding in regard to the interpretation, application, or enforcement of this Agreement or work rules which may arise between the City and WPPA/LEER or any employee covered by this Agreement. A grievance shall only be eligible for processing in this procedure if it is initiated at STEP 1 within ten (10) days of its occurrence or the knowledge of said occurrence.

The term days when used in this article shall mean work days excluding Saturdays, Sundays, and holidays designated by this contract or City ordinance.

**20.03 EXTENSION OF TIME LIMITS:** Time limits set forth herein may be extended by mutual agreement of the City and WPPA/LEER. Said extension shall be in writing and signed by the City and WPPA/LEER.

### **20.04 PROCEDURE**

**STEP 1: ORAL GRIEVANCE:** The aggrieved employee may present the grievance orally to his/her immediate supervisor within ten (10) days of the alleged violation or knowledge of the alleged violation. The immediate supervisor shall respond within five (5) days to the employee.

**STEP 2: WRITTEN GRIEVANCE:** If the matter is not resolved as outlined in STEP 1, the grievance shall be stated in writing and presented to the Police Chief or his/her designee within seven (7) days of receipt of the decision at STEP 1 or last date due. Within ten (10) days of the receipt of the grievance, the Chief or his/her designee and the Representative shall schedule a meeting at a mutually agreed upon time and date to attempt to resolve the grievance. The meeting may be waived by mutual agreement of

the WPPA/LEER Representative and the Chief or his/her designee. Within seven (7) days of the meeting, if one is held or seven (7) days from date of the mutual waiving of the meeting, the Chief or his/her designee shall respond in writing to WPPA/LEER with a copy to the City Manager.

**STEP 3: CITY MANAGER:** If the grievance is not resolved at STEP 2 within ten (10) days of the receipt of the decision at STEP 2, the WPPA/LEER Representative and the City Manager or his/her designee shall schedule a meeting at a mutually agreed upon time and date to attempt to resolve the grievance. The meeting may be waived by mutual agreement of the WPPA/LEER Representative and the City Manager or his/her designee. Within seven (7) days of the meeting, if one is held or seven (7) days of the mutual waiving of the meeting, the City Manager or his/her designee shall respond to WPPA/LEER.

**STEP 4: ARBITRATION:** If the grievance is not resolved in STEP 3, WPPA/LEER may file a written notice with the Wisconsin Employment Relations Commission (WERC) with a copy to the City Manager or his/her designee within ten (10) days of the receipt of the decision at STEP 3 or last date due that the grievance is being submitted to arbitration. Said notice shall specify the issued to be arbitrated and the requested remedy. The notice shall also request that the WERC submit a panel of seven (7) non-WERC staff arbitrators to WPPA/LEER and the City. The appealing party shall then begin the process of alternately striking names from the list, and the last remaining name shall be appointed as the arbitrator to hear the case. Said process shall be completed within ten (10) days following receipt of the list from the WERC. The arbitrator so selected will confer with representatives of the City and WPPA/LEER and hold hearings promptly and will issue a decision on a timely basis. The arbitrator shall not have the power to alter or change any of the provision of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue

submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties unless either party believes the arbitrator has exceeded his/her lawful authority and the decision may be reversed as provided in Wisconsin Statute 788 (Stats: 1987-88).

#### **20.05 EXPENSES**

In the event there is a charge for the services of an arbitrator, including per diem expenses, if any, and/or actual and necessary travel and subsistence expenses, or for transcript of the proceedings, the parties shall share the expenses equally. Each party shall be responsible for its own costs of preparing briefs, attorney's fees, and non-City employee witness expense. The moving party shall pay the required filing fee.

### **ARTICLE XXI - SHIFT ASSIGNMENT POLICY**

**21.01** With respect to employees who have completed the probationary period, shift assignments shall be made for the good of the Department. However, where practicable, merit and seniority within the bargaining unit considerations will be the basis of such shift assignment.

### **ARTICLE XXII - PERSONNEL FILES**

**22.01** An employee shall receive a copy of everything put in his/her personnel file within the Police Department and shall have an opportunity to respond in writing. The employee must also sign all discipline or documents that may lead to discipline, evaluations, and commendations placed into their file as an acknowledgment of review, prior to placing such material in the personnel file. Any employee may examine his/her file upon request to the Chief of his/her designee.

**ARTICLE XXIII – PROBATIONARY PERIOD**

**23.01** All new employees shall serve a probationary period for the first eighteen (18) months of employment, unless extended by mutual agreement.

**ARTICLE XXIV – AMENDMENTS**

**24.01** This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the City and WPPA/LEER. The failure on the part of either party to this Agreement to exercise its rights because of a breach of any term or condition of this Agreement on the part of either party shall not constitute a precedent nor operate as a waiver to enforce the same or any other term or condition of this Agreement thereafter.

**ARTICLE XXV - SAVING CLAUSE**

**25.01** If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by any court or other tribunal of competent jurisdiction, the remainder of the Agreement and the addenda thereto shall not be affected thereby, and the parties to this Agreement shall thereafter enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitute for such article or section.

**ARTICLE XXVI – EXECUTION**

**26.01** This Agreement is executed in quadruplicate; one copy to be filed with the City, one copy with the Police Chief, and two copies to be filed with WPPA/LEER.

**ARTICLE XXVII – IMPACT OF CITY POLICIES**

**27.01** The parties adopt by reference all of the general City policies on employment. If there is a conflict between a City policy and an express provision of the collective bargaining agreement, the contract language prevails. This article excludes the policy on Drug and Alcohol Testing which will be discussed and mutually agreed upon by the parties and made part of the Department General Orders.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 20th day of March, 2018.

**CITY OF БЕЛОIT**

**THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

Lori S. Curtis Luther

Lori S. Curtis Luther  
City Manager

Luann Alme

Luann Alme  
Business Agent

**ATTEST**

Lorena Rae Stottler

Lorena Rae Stottler  
City Clerk-Treasurer

**BARGAINING COMMITTEE MEMBERS:**

Lorenzo Henderson

Lorenzo Henderson  
President

**BARGAINING COMMITTEE MEMBERS:**

David B. Zibolski

David B. Zibolski  
Police Chief

Brian Miller

Brian Miller

Joe Cassioppi

Joe Cassioppi

Marianne Marshall

Marianne Marshall  
Human Resources Director

Aaron Mueller

Aaron Mueller

David Hoffman

David Hoffman

Matthew Bouril

Matthew Bouril

John McMahon

John McMahon

**APPENDIX A**  
**BELOIT CITY - WPPA/LEER**

Effective 1/1/2018 through 1/1/2019, the following salary schedule shall be in full force and effect:

	<b>HOURLY</b>	<b>OVERTIME</b>	<b>BI-WEEKLY</b>	<b>ANNUAL (X26)</b>
Academy	\$21.9541	\$32.9311	\$1,756.33	\$45,664.58
Start w/ Academy	\$24.4450	\$36.6675	\$1,955.60	\$50,845.60
2nd Yr. Patrol Officer	\$26.6424	\$39.9636	\$2,131.39	\$55,416.14
3rd Yr. Patrol Officer	\$27.1532	\$40.7298	\$2,172.26	\$56,478.76
4th Yr. Patrol Officer	\$29.7218	\$44.5827	\$2,377.74	\$61,821.24
5th Yr. Patrol Officer	\$30.0468	\$45.0702	\$2,403.74	\$62,497.24
10th Yr. Patrol Officer	\$30.9921	\$46.4882	\$2,479.37	\$64,463.62
15th Yr. Patrol Officer	\$31.9828	\$47.9742	\$2,558.62	\$66,524.12
18th Yr. Patrol Officer	\$32.2527	\$48.3791	\$2,580.22	\$67,085.72
20th Yr. Patrol Officer	\$32.7927	\$49.1891	\$2,623.42	\$68,208.92

Effective 1/1/2019 the following salary schedule shall be in full force and effect:

	<b>HOURLY</b>	<b>OVERTIME</b>	<b>BI-WEEKLY</b>	<b>ANNUAL (X26)</b>
Academy	\$22.3931	\$33.5897	\$1,791.45	\$46,577.70
Start w/ Academy	\$24.9339	\$37.4009	\$1,994.71	\$51,862.46
2nd Yr. Patrol Officer	\$27.1752	\$40.7629	\$2,174.02	\$56,524.52
3rd Yr. Patrol Officer	\$27.6963	\$41.5445	\$2,215.70	\$57,608.20
4th Yr. Patrol Officer	\$30.3162	\$45.4743	\$2,425.30	\$63,057.80
5th Yr. Patrol Officer	\$30.6477	\$45.9716	\$2,451.82	\$63,747.32
10th Yr. Patrol Officer	\$31.6119	\$47.4179	\$2,528.95	\$65,752.70
15th Yr. Patrol Officer	\$32.6224	\$48.9336	\$2,609.79	\$67,854.54
18th Yr. Patrol Officer	\$32.8978	\$49.3467	\$2,631.82	\$68,427.32
20th Yr. Patrol Officer	\$33.4485	\$50.1728	\$2,675.88	\$69,572.88

Effective 1/1/2020 the following salary schedule shall be in full force and effect:

	<b>HOURLY</b>	<b>OVERTIME</b>	<b>BI-WEEKLY</b>	<b>ANNUAL (X26)</b>
Academy	\$22.8410	\$34.2615	\$1,827.28	\$47,509.28
Start w/ Academy	\$25.4326	\$38.1489	\$2,034.61	\$52,899.86
2nd Yr. Patrol Officer	\$27.7187	\$41.5781	\$2,217.50	\$57,655.00
3rd Yr. Patrol Officer	\$28.2502	\$42.3753	\$2,260.02	\$58,760.52
4th Yr. Patrol Officer	\$30.9225	\$46.3838	\$2,473.80	\$64,318.80
5th Yr. Patrol Officer	\$31.2607	\$46.8910	\$2,500.86	\$65,022.36
10th Yr. Patrol Officer	\$32.2441	\$48.3662	\$2,579.53	\$67,067.78
15th Yr. Patrol Officer	\$33.2749	\$49.9124	\$2,661.99	\$69,211.74
18th Yr. Patrol Officer	\$33.5557	\$50.3336	\$2,684.46	\$69,795.96
20th Yr. Patrol Officer	\$34.1175	\$51.1763	\$2,729.40	\$70,964.40

**MEMORANDUM OF UNDERSTANDING  
CITY OF БЕLOIT  
AND THE  
WISCONSIN PROFESSIONAL POLICE ASSOCIATION**

As a result of the negotiation for the 2018 - 2020 labor agreement between the City of Beloit and the Wisconsin Professional Police Association, the following items related to the implementation of a 10 hour work day schedule have been agreed to by the parties:

The 10 hour work schedule agreed to between the parties will be implemented as of January 1, 2018, or as soon thereafter as reasonably practical.

This Memorandum of Understanding is in effect from January 1, 2018-December 31, 2020, with a sunset of December 31, 2020, which would only expire if one of the parties provides notice to the other party by June 30, 2020. If notice of invoking the sunset is provided by June 30, 2020, the schedule would revert back to the current 8.5 hr/day schedule on January 1, 2021.

In addition, while the 10 hour work day implemented hereunder is in effect pursuant to the terms of this Memorandum of Understanding, the following provisions of the 2018-2020 labor agreement are modified as follows:

**Section 16.01 replaced with:**

**16.01** Each officer shall accumulate one (1) day (ten (10) hours for employees on a 10 hour work schedule, eight (8) hours for employees on an 8 hour work schedule) of sick leave for each calendar month or major portion thereof of service until a total of nine hundred and sixty (960) hours of sick leave has been accumulated. Upon authorization of the City Manager, an extension of sick leave up to the number of days an officer had accumulated when the officer first became sick, may be allowed. Any such extension will be debited against the officer's future sick leave accumulation.

**Sections 9.01 & 9.02 replaced with:**

**9.01** The work schedule shall be a ten (10) hour work day. Exceptions may be made for training or special assignments provided the officer agrees to accept such training or assignment. On the common training day, Wednesday, shift hours may be adjusted to accommodate the training. All time in excess of the officer's normal work day hours or hours worked over the officer's normal work week will be paid at a rate of time-and-one-half the officer's base pay.

**9.02 COMPENSATORY (COMP) TIME**

Employees will be allowed to elect compensatory time in lieu of cash overtime at the rate of 1.5 hours for each overtime hour worked under the following conditions:

- A. The election of comp time as well as the request for use of comp time (use of a full day of comp time is an officer's normal work day hours) must be communicated on forms developed by the Department.
- B. The Police Chief or his/her designee has the sole discretion to approve or disapprove the scheduling of comp time and to designate times when comp time may be used,
- C. The maximum amount of comp time that may be accumulated in an employee's comp time bank at any one time is fifty (50) hours.
- D. Comp time must be taken in whole or half hour increments only.
- E. Any comp time not scheduled or not able to be scheduled for use by December 1 will be allowed to be carried over into the next year to a maximum of 30 hours.

**Replace 10.04 & 10.05 with the following:**

**10.04 COURT TIME ADJACENT TO SHIFT**

Each employee who is subpoenaed to appear in any court case concerning matters arising in the course of their duties will receive compensation as outlined in Article X.

If the combination of shift work and court time results in sixteen (16) hours or more of continuous on-duty time or the inability to have eight (8) hours of rest between the end of

a shift and a court case that results in sixteen (16) hours of on-duty time in a 24 hour period, the member may elect to use discretionary benefit time for their subsequent shift regardless of staffing under the following conditions:

- A. Duty hours and court hours are consecutive during the same work day.  
Example: Officer works shift 1 (0000-1000), court starts prior to end of shift, but officer is in court until 1600 and start of next shift is 0000 hours. Officer was on-duty for sixteen (16) consecutive hours and would not get 8 hours of rest prior to next shift.
- B. The time between the end of duty hours and the start of court hours is less than eight (8) hours and would result in 16 hours of continuous on-duty time within a twenty four (24) hour period.  
Example: Member works shift 4 (1500-0100), court starts at 0800 and officer remains in court until the start of his next work shift at 1500 hours. Officer worked 17 hours in 24 hour period.
- C. Officers must notify the respective Shift Commander at least one hour prior to the start of their tour of duty or immediately after their court appearance as applicable to this section.

## **10.05 SUBSTITUTIONS**

### **REQUIREMENTS**

In order to allow another mechanism for members to acquire discretionary time off without adversely affecting the efficient operations of the Department, a substitution program may be utilized by members under the following parameters:

- A. Members may acquire substitutions in no less than 1 hour of their shift.
- B. The member requesting a substitution must first be denied the use of discretionary benefit time due to staffing needs of the Department or have insufficient discretionary time available.

- C. The request for substitution shall be no sooner than thirty (30) days prior to the requested date in conformity with the thirty (30) day rule in Section 13.04 of this Agreement.
- D. A department-issued form shall be utilized and completed by the requesting officer. The form shall include the date, shift, and name of the officer working replacement. Both officers involved in the substitution shall sign the form, acknowledging the responsibility to work the agreed day and shift.
- E. If an employee who is substituting for another employee exceeds the hours of the substitution shift, the substituting employee shall be entitled to overtime compensation for the excess hours.

Employees engaged in the substitution process must be of the same job classification. The hours worked by the substituting employee shall be excluded from the calculation of hours for which the substituting employee could otherwise be entitled to overtime. The substituting members are responsible to report for duty on the agreed upon date/shift. If a replacement member utilizes sick time on the date/shift they were to work replacement, their sick bank will be docked accordingly and they will be unable to request or work in a replacement capacity for a period of six (6) months.

**Replace 11.01 with the following:**

**11.01** Employees working a 10 hour day schedule shall receive a total of 80 hours of pay at their current hourly base pay rate for the following holidays listed which they are employed. This payment will be made the first pay date in December each year.

**Replace 11.06 with the following:**

**11.06 Personal Day:**

Officers, including new hires, will be allowed one (1) personal day per year with pay. Requests for such leave shall be in conformity with the thirty (30) day rule (Section 13.04) of this Agreement.

**Replace Article XIII – Vacations with the following:**

**13.01** It is the policy of the City that vacations are necessary to the health and well-being of its employees and that the time off so provided shall be taken by every employee. Paid vacations for employees shall be computed as follows:

- 80 hours after 1 year of continuous service
- 120 hours after 5 years of continuous service
- 160 hours after 10 years of continuous service
- 200 hours after 19 years of continuous service

**Definitions**

1. Full-week vacation period, Patrol Division, except School Resource Officers (SROs): A period of vacation days connecting regular scheduled off days together within the ten (10) hour shift schedule, consisting of not more than eleven (11) consecutive calendar days off, inclusive of regular off days and/or city holidays.
2. Full-week vacation period, Special Operations Division and SROs: A period of vacation days connecting regular scheduled off days together within the eight (8) hour shift schedule consisting of not more than ten (10) consecutive calendar days off, inclusive of regular off days and/or city holidays.
3. Segmented vacation period, Patrol Division, except SROs: A period of minimally 20 vacation hours consisting of not more than seven (7) consecutive calendar days off, inclusive of regular off days and/or city holidays.

4. Segmented vacation period, Special Operations Division and SROs: A period of minimally 16 vacation hours consisting of not more than five (5) consecutive calendar days off, inclusive of regular off days and/or city holidays.

**13.02** Members who have earned vacation rights under the foregoing provisions shall be entitled to take such vacation during a calendar year as follows:

- A. In full-week vacation periods.
- B. Members having two weeks' (80 hours) vacation may split one week into segmented vacation periods or single day vacations.
- C. Members who have earned three (3) or more weeks' (120 hours or more) vacation may only split up to two weeks into segmented vacation periods or single day vacations.

- D. School Resource Officers (SROs)  
SROs are subject to using full and/or segmented vacations as denoted above, however, they will not be required to follow the selection process in Section 13.03 or otherwise compete with other members for those specific full-week or segmented vacation periods. SROs must submit all full and/or segmented vacation selections to the SRO coordinator by February 15 of the current year. Benefit time, including vacation time, must be taken on non-student contact days.

**13.03** Scheduling of vacations shall be done on a schedule provided by the Department, utilizing seniority within the bargaining unit. Except for SROs, the schedule shall be implemented as follows:

- A. All members, by department seniority, shall select one (1) full-week (40 hours) vacation period by January 15 of the current calendar year.  
For Patrol Division members, one member per shift (1-5) may be off on a full week vacation period at one time from September through May of a given year. One member per team (A, B, or C) may be off on a full-week vacation period at

one time from June through August of a given year. It is understood that full week vacation periods will overlap on the common work day (Wednesday).

- B. All members, by department seniority, shall then select any additional full-week vacation periods by January 30 of the current calendar year. Patrol Division members shall be subject to the same parameters as subsection (a) 1.
- C. All members, by department seniority, shall then select any segmented vacation periods by February 15 of the current calendar year. Segmented vacation periods shall be granted based on staffing needs of the Department and may overlap portions of full-week vacations. In order to accommodate unforeseen events, members may be granted segmented vacation periods after February 15 in a given year.
- D. After February 15 of the current calendar year, all single-day vacation time off requests shall be subject to the thirty (30) day rule as outlined in Section 13.04.

No more than 50% of the Special Operations Division members may schedule full-week or segmented vacation periods during the same time period.

**13.04** The thirty (30) day rule pertains to all discretionary benefit time exclusive of full-week vacation and segmented vacation periods. Requests shall be made as follows:

- A. Requests shall be accepted no sooner than 30 days from the day requested and up to one (1) day prior to the day requested (i.e. member wants to be off on March 15, request may be submitted no sooner than February 15 and no later than March 14, time is not a factor).
- B. The request should be date stamped utilizing a department time clock and will be approved based on staffing needs of the Department on a seniority basis (i.e.

two members both submit a request on February 15 for an off day on March 15, request is granted based on staffing availability and member seniority).

**13.05** Newly hired employees will accumulate 6.66 hours per month paid vacation from the date of employment until the 31st of December of the same year. These employees will be eligible for this vacation upon the completion of one year of service.

**13.06** Departmental vacation schedules shall be subject to final approval by the Chief. Once approved, full or segmented vacation periods shall not be cancelled by the Department unless the Chief determines it necessary due to extraordinary circumstances or in the event of public emergencies requiring significant personnel to ensure public safety.

**13.07** The use of any discretionary benefit time in single-day increments shall not be allowed on the following days/shifts, unless approved by the Chief of Police no sooner than 30 days in advance:

Memorial Day	First Shift
Fourth (4 <sup>th</sup> ) of July	Second and Third Shift
Homecoming	First Shift
New Year's Eve	Third Shift

Full-week vacations will not be affected.

### **13.08 VACATION**

1 day equals ten (10) hours for employees on a 10 hour work schedule and eight (8) hours for employees on an 8 hour work schedule; one member off per start time on full-week vacation (5), except for June, July and August in which it would be one off for full-week vacation per team (Team A, B, or C) (3); however, additional officers may be allowed off if staffing and the needs of the Department allow as determined by the Shift Commander.

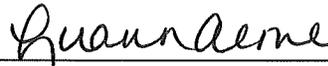
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the 20<sup>th</sup> day of March, 2018.

**CITY OF БЕЛОIT**



Lori S. Curtis Luther  
City Manager

**THE WISCONSIN PROFESSIONAL POLICE  
ASSOCIATION/LAW ENFORCEMENT  
EMPLOYEE RELATIONS DIVISION**



Luann Alme  
Business Agent

**ATTEST**



Lorena Rae Stottler  
City Clerk-Treasurer

## **2018-2020 BPSA Side Agreement 1.pdf**

**SIDE AGREEMENT #1  
BETWEEN THE CITY OF БЕЛОIT AND THE  
БЕЛОIT POLICE SUPERVISORY ASSOCIATION (BPSA)  
2018-2020**

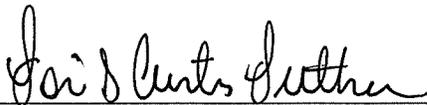
Through negotiations over the successor agreement to the 2015-2017 labor agreement between the City of Beloit and the Beloit Police Supervisory Association (collectively, the "Parties"), the Parties agreed to modifications of Article XII – Administrative Leave in the 2018-2020 labor agreement between the Parties, which included the elimination of administrative days in exchange for a one-time payment of \$1,000, but the agreement did not discuss the implementation of the modifications.

Therefore, the City of Beloit and the Beloit Police Supervisory Association have agreed to the following with respect to the implementation of the modifications to Article XII – Administrative Leave under the 2018 - 2020 labor agreement between the City of Beloit and the Beloit Police Supervisory Association:

1. The implementation of Article XII of the 2018-2020 labor agreement between the Parties is effective April 1, 2018. Therefore, Administrative Days provided to an employee under the 2015-2017 labor agreement will be prorated for January 1, 2018 through March 31, 2018. The prorated leave time, minus any administrative leave time used by the employee from January 1, 2018 through March 31, 2018, will be available for the employee's use during the remainder of 2018, in conformity with Section 15.04 of the Memorandum of Understanding attached to the 2018-2020 labor agreement;
2. Proration of administrative days for applicable employees is in accordance with the attached chart;
3. An employee who used administrative leave in excess of the proration listed in the attached chart will have other leave time reduced in the amount of administrative leave time used in excess of the employee's proration as listed in the attached chart;
4. All employees with administrative days will receive the full one-time payment set forth in Article XII of the 2018-2020 labor agreement between the City of Beloit and the Beloit Police Supervisory Association, and such payment will be made on the next regular payroll date of April 5, 2018; and
5. There will be no additional compensation due to any employees in relation to the implementation of the elimination of administrative days.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 26<sup>th</sup> day of March, 2018.

**CITY OF БЕЛОIT**



Lori S. Curtis Luther  
City Manager

**BELOIT POLICE SUPERVISORY ASSOCIATION**



Luann Alme  
Business Agent

**ATTEST**



Lorena Rae Stottler  
City Clerk-Treasurer

**Prorated Administrative Leave Hours, Administrative Leave Hours Used and Balance**

<u>Name</u>	<u>Position</u>	<u>Pro-Rated</u>	<u>Used</u>	<u>Balance</u>
Eberhardt, Chris	Sergeant	16	0	16
Elrod, Dave	Sergeant	16	0	16
Dalton, Christian	Sergeant	16	0	16
Daugherty, Brian	Sergeant	16	0	16
Donovan, Matt	Sergeant	16	24	-8
Dykstra, Shannon	Sergeant	16	24	-8
Flanagan, Ryan	Sergeant	16	16	0
Linder, Jamie	Sergeant	16	0	16

\*Balance reflects remaining administrative leave hours to be used by employee in 2018.

## **2018-2020 WPPA Side Agreement 1.pdf**

**SIDE AGREEMENT #1  
BETWEEN THE CITY OF БЕЛОIT AND THE  
WISCONSIN PROFESSIONAL POLICE ASSOCIATION (WPPA)  
2018-2020**

Through negotiations over the successor agreement to the 2015-2017 labor agreement between the City of Beloit and the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (“WPPA/LEER”) (collectively, the “Parties”), the Parties agreed to modifications of Section 9.04 in the 2018-2020 labor agreement between the Parties, which included the elimination of administrative days in exchange for a one-time payment of \$2,000, but the agreement did not discuss the implementation of the modifications.

Therefore, the City of Beloit and WPPA/LEER agree to the following with respect to the implementation of the modifications to Section 9.04 under the 2018 - 2020 labor agreement between the Parties:

1. The implementation of Section 9.04 of the 2018-2020 labor agreement between the City of Beloit and WPPA/LEER is effective April 1, 2018. Therefore, the amount of administrative days provided under the 2015-2017 labor agreement to an employee assigned as a Detective, a Task Force Officer (“TFO”) or as a member of the Violent Crimes Interdiction Unit (“VCIT”) will be prorated for the proration period of January 1, 2018 through March 31, 2018, for employees in such assignments as of January 1, 2018 through March 31, 2018. The amount of administrative days provided under the 2015-2017 labor agreement to an employee assigned as a School Resource Officer (“SRO”) will be prorated for the proration period of September 1, 2017 through March 31, 2018, for employees in such assignment as of September 1, 2017 through March 31, 2018, except that SRO Mark Driscoll’s proration period will be from October 1, 2017 through March 31, 2018 due to his assignment to an SRO position in October 2017. The prorated administrative leave time for an employee, minus any administrative leave time used by the employee during the employee’s applicable proration period, will be available for use by the employee during the remainder of 2018 in conformity with Section 13.04 of the Memorandum of Understanding attached to the 2018-2020 labor agreement.
2. Proration of administrative days for applicable employees is in accordance with the attached chart;
3. All employees with administrative days will receive the full one-time payment set forth in Section 9.04 of the 2018-2020 labor agreement between the City of Beloit and the WPPA/LEER, and such payment will be made on the next regular payroll date of April 5, 2018; and

4. There will be no additional compensation due to any employees in relation to the implementation of the elimination of administrative days.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 26<sup>th</sup> day of March, 2018.

**CITY OF БЕЛОIT**



Lori S. Curtis Luther  
City Manager

**THE WISCONSIN PROFESSIONAL POLICE  
ASSOCIATION/LAW ENFORCEMENT  
EMPLOYEE RELATIONS DIVISION**



Luann Alme  
Business Agent

**ATTEST**



Lorena Rae Stottler  
City Clerk-Treasurer

**Prorated Administrative Leave Hours, Administrative Leave Used and Balance**

<u>Name</u>	<u>Position</u>	<u>Prorated</u>	<u>Used</u>	<u>Balance</u>
Cassioppi, Joe	Detective	30	0	30
Davies, Amber	Detective	30	19.75	10.25
Hoffman, Dave	Detective	30	0	30
Mackey, Pat	Detective	30	8	22
Schoonover, Eric	Detective	30	12	18
	Rotating			
McMasters, Amy	Detective	30	0	30
Adams, Nathan	VCIT	36	8	28
McMahon, John	TFO	36	0	36
Driscoll, Mark	SRO	72	32	40
Halvorsen, Tom	SRO	84	64	20
Oxenreider, Blaine	SRO	84	64	20

\*Balance reflects remaining administrative leave hours to be used by employee in 2018.