

<p style="text-align: center;">APPROVAL</p> <p><i>slw</i> </p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/1/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tentative Agreement Between the City of Franklin and the Franklin Professional Police Officers Association for a 2019-2021 Successor Collective Bargaining Agreement</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.9.</p>

City staff responsible for labor negotiations and the Franklin Professional Police Officers Association, associated with the Wisconsin Professional Police Association Law Enforcement Employee Relations Division, have reached a Tentative Agreement (TA) for a 2019-2021 collective bargaining agreement. The Union's membership recently ratified the agreement, and it can be made effective after approval by the Common Council. Note that due to the timing of the ratification, the item has not been presented to the Personnel Committee for comment. A TA is a summary document. It is then merged into the current contract document to create a new contract document (labor agreement) for the January 1, 2019, through December 31, 2021, term. If the TA is approved, the motion below authorizes completion of and execution of that contract.

A TA is different in nature than many items on which the Common Council is asked to provide input. **It is not subject to modification.** It is an all or nothing proposal. It is also the result of hours and hours of discussion, teamwork, and compromise. That give and take is an important aspect to remember when evaluating whether or not the proposed agreement is in the best interest of the City. Additionally, the discussions below are summary in nature, and items may be discussed as more directly linked to or independent of other items. This, however, is not necessarily the case. In reality, as noted above, it is a big package deal with each item potentially influencing other, seemingly unrelated, items.

Overall it is a very straightforward settlement with wages being the most significant change. Following are brief comments on the more substantive provisions of the TA:

1. Wages: As shown on the attached table, the wage adjustments on a percentage basis compare favorably with settled contracts among comparable communities. Among the comparable communities, the City of Franklin sits very much in the middle of the pack when comparing the top wage of the range for a police officer. Franklin's contract, however, does stipulate that any wage comparison must include a 4% increase in Franklin's wages for any calculation. This is important language that shouldn't be ignored. With that inclusion, Franklin moves to third on the list trailing only Brookfield and New Berlin and surpassing Oak Creek in 2018. Granted, new employees may not give that language much consideration, so remaining at least in the middle of the pack without that consideration is useful. Excluding that 4% language, our proposed increases are in-line with those communities Franklin could be considered to be behind and are ahead of the communities closest to catching us (although Wauwatosa is not yet settled). In short, the proposed increases are comparable and appropriate.

Percentage Increase		2018	2019	2020	2021	2022
<u>Department</u>						
Brookfield PD	x	3.04%	2.51%	1.99%	2.50%	
Caledonia PD		2.99%	5.06%	4.04%		
Fitchburg PD		2.01%	2.00%	2.01%	2.47%	
Fond du Lac PD		4.93%				
Franklin PD		2.50%	2.00%	2.25%	2.50%	
Greenfield PD		2.00%	2.17%	1.84%	2.01%	
Menomonee Falls PD		2.00%				
Mequon PD		2.25%	2.49%	2.51%		
Mount Pleasant PD		3.04%	3.01%	2.26%	3.02%	3.01%
Muskego PD		1.00%	1.02%			
New Berlin PD	x	4.62%	3.01%	3.00%		
Oak Creek PD		1.49%	2.00%	2.25%		
Sun Prairie PD		1.00%	2.51%	2.51%		
Wauwatosa PD		1.74%				
West Bend PD		3.04%	2.98%	3.01%	4.00%	
Average		2.51%	2.56%	2.51%	2.75%	

2. The following items are largely clean-up items without a significant impact on costs or operations:
- Article 4 - Dues Deduction simply ensures the contract is now in compliance with the U.S. Supreme Courts Janus decision on this topic.
 - Detective On-call language simply enables the contract to address the potential for changes in the number of detectives without needing contract language changes.

- Article 8 – Overtime simply incorporates current practice with the canine officers while eliminating the extra care-and-feeding time from consideration for compensatory time off.
 - Article 8 Section D, Article 10, and Article 17 changes simply eliminate outdated language.
 - Article 13 will eliminate outdated language and incorporate a desire on the part of both parties to move forward with updates to the 457 plan that will not have substantive cost impacts on the City.
 - Article 16 simply says we will try to offer supplemental life insurance if the City's carrier has it available to the employee at the employee's cost.
 - Continuation of the side letter on Monday-to-Friday work schedules and Recruit Officer Pay levels.
 - Continuation and slight expansion of the conditions on the side letter for flexing of normal duty hours, since it worked well during the term of the last contract, while retaining the ability to discontinue the language, unilaterally, if need be.
3. The increase in the clothing allowance by \$75 in the third year of the contract does not represent a significant cost increase. It was last increased in 2014.
 4. Health insurance language is consistent with the City's intent of having the union members operate under the same benefits and costs as non-represented employees. The language changes incorporate the key components of the letter of understanding that was entered into when the City started its high deductible plan. It also eliminates employee premium share caps associated with the new PPO plan. Lastly, it extends to the police union the same benefit extended to the firefighter's union related to the City contribution to retiree health insurance being 75% of the plan in which they are participating.
 5. Funeral leave simply adds "Grandchild" to the list of covered family members. It also extends to the union a one-time, no-cherry picking opportunity to replace their current language with new language the City develops for its non-represented employees. The Director of Administration anticipates the City's non-represented employee language will be reviewed and amended at some point during 2020.

The TA prepared by the Union's Representative is attached. A copy of the current labor contract is also attached for context. Since some of the TA language suggests how the contract will change without the specific wording, an email is also attached wherein the Director of Administration clarified with the Union representative some of the language as drafted in the TA.

The Director of Administration would like to publicly thank the members of the Franklin Professional Police Officers Association for the spirit of cooperation and professionalism that they brought to the bargaining table.

The Director of Administration, Police Chief, and Human Resources Coordinator recommend approval.

COUNCIL ACTION REQUESTED

A motion to approve the "Franklin Police Officers Association Tentative Agreements with the City of Franklin" (September 19, 2019) for a 2019-2021 successor labor agreement between the City of Franklin and the Franklin Professional Police Officers Association and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement and to authorize the Director of Administration to incorporate any such language into the Employee Handbook as he determines is necessary.



Franklin Police Officers Association

Tentative Agreements with the City of Franklin

September 19, 2019

REMOVE ALL REFERENCE TO ROMAN NUMERALS

Article 4 – ~~Fair Share~~ – Dues Deduction

Replace current language with language which conforms to the recent Supreme Court Ruling.

- 4.01 Employer agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form supplied by the Association affirmatively consenting to the deduction of dues from the employee's paycheck.
- 4.02 It shall be the Association's responsibility to obtain dues authorization forms from new employees and provide them to Employer no less than 30 days prior to the date in which dues deductions are to commence.
- 4.03 Employer shall notify the Association of all new hires of the bargaining unit within 30 days of their start date.
- 4.04 Employer shall deduct the dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to Association in one lump sum not later than the end of each month.
- 4.05 Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to Employer or the Association.
- 4.06 No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the Association's constitution and by-laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.
- 4.07 It is expressly understood and agreed that the Association will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to the Association. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of employer's compliance with this Article.

Article 6 – Wages - Increase wages in contract as follows:

Effective January 1, 2019	1%
Effective April 1, 2019	1%
Effective April 1, 2020	2.25%
Effective April 1, 2021	2.50%

Wages are effective on the first date of a pay period after the date listed, except April 1, 2019, that increase is effective on March 31st.

Hours of Work – Detective On-Call

Amend language as follows: The weeks in each calendar year will be divided by the number of detectives assigned by the Chief to be available for on-call duty (E.G. If there are 5

detectives, each detective will work approximately 10.4 weeks in the calendar year). Each Detective will be compensated with two (2) hours pay for each "week" they work on-call.

Language remains this overtime may only be taken in pay.

Article 8 – Overtime

New language as follows: (E.) For each pay period, the individuals in the canine unit will receive six (6) hours of overtime for the care and feeding of the dog. The six (6) hours for care and feeding may only be taken in pay and not as compensatory time off. No overtime will be paid while the canine is kenneled. As such, any week where kenneling has occurred the hours of overtime shall be prorated (rounded to the nearest tenth of an hour) based upon a count of the days not kenneled divided by 14 (the number of days in a pay period). In a kenneling period, the first partial day (day of drop off) shall count as a day kenneled and the second partial day (day of pick-up) shall not be counted as a day kenneled.

Article 8 Overtime, Section D, Subsection 2 & 3

Remove outdated language as follows:

2. Carryover: Any portion of a compensatory time balance accumulated may be carried forward from one calendar year to a subsequent calendar year; however, any such balance carried forward may only be taken off and may not be paid out, except in the case of termination. ~~As an additional exception applicable only to balances carried forward into 2016, prior to October 28, 2016, paydate, an employee may request and receive payout for compensatory balances carried forward from 2015 (following timing of #3 below), which payouts will be reported to the IRS and WRS in accordance with their requirements.~~
3. Payout: Once per month, except in December, and in conjunction with the time sheets submitted for the last pay date of each month, employees may request payout of any compensatory time balance accrued during that calendar year ~~(except as noted in #2 above).~~ Payout is made at the then current rate of pay."

Article 10 – Vacation, Section D

Remove outdated language as follows:

~~"The accumulation requirement for Kevin Mullikin and Daniel Heder shall be one hundred ten (110) days and one hundred two (days), respectively, as opposed to 130 days."~~

Article 13 – Severance Pay

City eliminate the availability to employees to leave severance with the employer for payment of health insurance. In 18 years, no member has left the money with the City. Memorandum of Understanding will be entered into for the City and Association to discuss and implement the option for depositing the Severance Pay into a 457 plan, along with language for deposits into a Roth IRA.

Article 14 – Clothing Allowance

Clarify language to read clothing allowance shall be paid on the last payroll date of April and October of each year. Previous language stated May 1st and November 1st but was never

actually paid on those dates, it was always included in a normal payroll date close to those dates.

Increase Clothing Allowance \$75.00 on 1/1/21

Article 15 – Health Insurance –

1. Amend language to remove monetary caps as shown in attached document
2. Amend Retiree language to allow for retired employees to change from plan to plan with the City paying 75% of the plan selected.

Article 15 – Health Insurance

A) Amend first paragraph of Section 15.01 as indicated below.

Section 15.01 Employee Share of Monthly Health Insurance Premium (Premium Co-Pay).

Employees may participate in the Health Insurance Plans offered by the City, in accordance with the eligibility criteria of the plan, and will pay a percentage of the applicable monthly health insurance premium as determined by the Common Council from time-to-time and as subsequently incorporated into the Employee Handbook, which rate shall be the same as generally applies to non-represented, non-supervisory employees except the following maximums shall apply effective 1/1/16: Family (with HRA) \$250, Family (without HRA) \$298.10, Single (with HRA) \$122.50, and Single (without HRA) \$139.90. Furthermore the maximum rate caps for years after 2016, including those beyond the term of this contract, will increase \$15/year for family plans and \$10/year for single plans from the prior year's cap (for example "With HRA" caps for 2017 will be \$265 and \$132.50, etc.) except regarding the High Deductible Plan (which allows participation in a Health Savings Account) the "with HRA" rate shall not exceed 15% of the monthly premium and the "without HRA" rate shall not exceed 20% of the monthly premium.

B) Add the following as a second paragraph to Section 15.02:

"For retirements occurring after 1/1/2019, the following parameter or clarification applies. Where it is referenced above that the City shall pay seventy-five percent (75%) of the retiree health insurance premium upon retirement from the City service, that amount may vary, as described further below, in the event the employee changes between plan types, including but not limited to single, family, Medicare, high-deductible, or PPO plan types. If said retiree switches from a higher-premium plan type to a lesser-premium plan type, the City will continue to pay only 75% of the lesser-premium plan type that was in effect on the date of retirement; however, if a retiree elects a plan type with a lesser premium at or after retirement and subsequently switches back to a higher-premium plan type, the City will revert to paying 75% of the higher-premium plan type that was in effect on the date of retirement only if the added dependents were eligible for coverage on the date of retirement."

C) Add to Section 15.02 before "A." creating the start of a third paragraph which incorporates A., B., and C.

Article 16 – Life Insurance – In 2020, the City will explore offering supplemental insurance for employee’s so long as the provider offers it without cost to the City.

Article 17 – Wisconsin Retirement System

Eliminate outdated language, formatting may change in final contract

- A. ~~New Hires: Effective January 1, 2013, those employees hired on or after July 1, 2011 will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with the amount paid by "General Employees."~~
- B. ~~Existing Employees: Effective on the first full pay period following ratification by both parties, employees hired prior to July 1, 2011 shall pay that portion of the employee's contributions which shall be three percent (3.0%) of the employee's wages, by payroll deduction. Effective on the first full pay period following January 1, 2014, employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with "General Employees." (For 2014 and subsequent years, the change to the WRS contribution commences with the pay period and applies to the paycheck covering the pay period beginning closest to, but on or after, January 1st of that year.~~

The Employer agrees to pay the employer’s share of Wisconsin Retirement System (WRS). Employees will pay the full employee share as determined by the WRS at the general employee contribution rate (6.55% in 2019)

~~For 2014 and subsequent years, t~~ **(The change to the WRS contribution commences with the pay period and applies to the paycheck covering the pay period beginning closest to, but on or after, January 1st of that year. The intent of the language is such that the application of the change in WRS contribution rates occurs in the same paycheck as the application of the listed wage increase.) [Note: For a year where the ETF reduces the applicable statutory Employee Share, the City will apply the new rate to the first check issued in that calendar year as well, if so required by the statute.]**

Article 19 – Funeral Leave – City to add “grandchild” to funeral leave language. Also, add language as follows: In the event the Common Council amends the Funeral/Bereavement Leave Policy for general non-represented employees (other than just adding grandchild), the Union may review that language and elect, in writing, to replace the current Funeral Leave language herein, in its entirety, with the language in the general non-represented employee policy in its entirety as adopted by the Common Council.

Article 31 – Duration of Agreement – Agree upon a three (3) year term, January 1, 2019 to December 31, 2021

Side Letter of Agreement – Monday – Friday Work Schedule for Patrol Officers. Retain as a side letter without changes except for dates that may need to be updated.

Side Letter of Agreement –Flexing of Normal Duty Hours. Amend as follow:

**Letter of Understanding
Between
Franklin Professional Police Officer's Association
and the
City of Franklin
Regarding Flexing of Normal Duty Hours of Patrol Officers**

In an attempt to meet the needs of the Department regarding working outside of the normal duty hours for employees, the Association and Administration agree to the below listed language. ~~on a one time trial period commencing upon ratification of the agreement by both parties and expiring on December 31, 2018. At that time, this side letter will sunset and there is no dynamic status quo attached to it.~~

Any flexing (which by definition does not include periods ordered into duty) for a Patrol Officer of normal duty hours shall be on a mutually agreed-upon basis between the employee and the Chief of Police or his/her designee. The flexing of normal duty hours includes the following: changing shifts or changing the starting and ending times of a shift.

Employees are limited to **five (5)** employee requested-and-approved instances (which an instance may include multiple days, if so approved by the Chief or his designee) of changing shifts or changing the start times/ending times of shifts on a calendar-year basis.

The Chief, or his designee, shall have sole discretion in approving such flexing of hours and such decisions shall not create, and may not be alleged to have created, a past practice.

The officer who is working a Monday through Friday primary duty assignment is excluded from application of this Letter of Understanding.

~~During October 2018, **if at any time either party should seek to terminate this agreement**, the Association and Administration shall meet **in a timely fashion** and discuss this side letter **and to** decide if the parties agree to continue the language. Should ~~one~~ **either** party not agree, ~~the sunset provision listed above will be enforced. If both parties agree, the language shall be incorporated into the successor agreement.~~ **that party shall provide written notification of the withdrawal from this agreement, effective 30 calendar days after the notice is provided.**~~

Side Letter of Agreement –Recruit Officer Pay Level. Retain as Side Letter of Agreement

Agreement between the

CITY OF FRANKLIN

and the

FRANKLIN POLICE OFFICERS ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2016 – 2018

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1 employee shall be subject to the provisions of the grievance procedure contained in this
2 Agreement.

3 Section 2.02: The City reserves the right to discipline or discharge an employee who has
4 completed his probationary period provided that such discipline or discharge is for just cause.
5 Any non-probationary employee who is disciplined or discharged may appeal the discipline or
6 discharge pursuant to 62.13 of the Wisconsin Statutes.

7 Section 2.03: The City shall make reasonable provisions for the safety and health of the
8 employees during working hours. Failure of bargaining unit employees to utilize safety devices,
9 clothing, and equipment required by the City, and failure to follow safety practices may subject
10 the offending employee to disciplinary action.

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12 **ARTICLE III - ASSOCIATION ACTIVITY**

13 Section 3.01: The Association agrees to conduct its business off the job as much as
14 possible, but this shall not prevent Association stewards or designated Association
15 representatives from processing grievances or engaging in routine business such as posting
16 notices, etc., during regular working hours, provided that such activities do not interfere with
17 normal work operations and that such stewards or representatives limit such activities to a
18 reasonable time period after receiving permission from their immediate supervisor outside the
19 bargaining unit in advance of engaging in such activities.

20 Section 3.02: Association stewards and designated Association representatives shall have
21 the right to post notices relating to legitimate Association business on bulletin board space
22 supplied by the City, provided that a copy of any such notice is given to the Chief prior to
23 posting.

24 Section 3.03: One member of the Association's collective bargaining team may attend
25 bargaining sessions while on duty subject to call.

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27 **ARTICLE IV - FAIR SHARE - DUES DEDUCTION**

28 Section 4.01: Membership in the Association is not compulsory. An employee may join
29 the Association and maintain membership therein consistent with its constitution and bylaws. No
30 employee will be denied membership because of race, color, creed or sex. This Article is subject
31 to the duty of the Wisconsin Employment Relations Commission to suspend the application of

1 this Article wherever the Commission finds that the Association has denied an employee
2 membership because of race, color, creed or sex.

3 Section 4.02: The Association will represent all of the employees in the bargaining unit,
4 members and non-members, fairly and equally and, therefore, all employees shall pay their
5 proportionate share of the costs of the collective bargaining process and contract administration
6 by paying a lawful amount to the Association.

7 Section 4.03: The Employer agrees that it will deduct from the earnings of all employees
8 in the collective bargaining unit covered by this Agreement, whose dues are not deducted
9 pursuant to a payroll authorization pursuant to Section 4.06 below, the amount of money
10 certified by the Association as being the monthly dues uniformly required of all employees.
11 Changes in the amount of dues to be deducted shall be certified by the Association thirty (30)
12 days before the effective date of the change. Deductions shall be made each month, and the total
13 of such deductions shall be paid to the Association. For new employees, such deduction shall
14 start at the first pay period normally used for such deductions which occurs after the employee
15 has completed thirty-one (31) calendar days of employment.

16 Section 4.04: The Employer shall not be liable to the Association, employees or any party
17 by reason of the requirements of this Article for the remittance or payment of any sum other than
18 those constituting actual deductions from employee's wages earned.

19 Section 4.05: The Association shall indemnify and save the City harmless against any and
20 all claims, demands, suits, orders, judgments, or other forms of liability against the City that arise
21 out of the City's compliance with this fair share agreement.

22 Section 4.06: The Employer shall deduct regular monthly dues from the wages of the
23 members of the Association who have authorized such deductions, and remit such sums to the
24 Association. The member's authorization for deduction shall not be revocable for one (1) year
25 from the date of execution. The Association shall present dues authorizations to the City Director
26 of Administration.

27 Section 4.07: Section 4.03 of this Article shall be effective the first month following the
28 execution of this Agreement or the arbitrator's award relating to this Agreement, whichever is
29 earlier.

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1 **ARTICLE V - GRIEVANCE PROCEDURE**

2 Section 5.01 - Scope: A grievance is defined as a dispute regarding the interpretation or
3 application of any provision of this Agreement. Any member of the Association or the
4 Association may be a grievant. Grievances shall be handled in accordance with the following
5 procedure. In the event a grievance is required to be put in writing, it shall state the specific
6 provision of this Agreement alleged to have been violated.

7 Section 5.02 - Step One:

- 8 A. If an employee has a grievance, he shall first present the grievance orally to his
9 immediate supervisor, or the department head if such department head is his
10 immediate supervisor, either alone or accompanied by an Association representative
11 within ten (10) calendar days from the date of the act or condition complained of, or
12 within ten (10) calendar days of the employee gaining knowledge of the incident,
13 whichever is later. The grievance will be deemed settled unless within fifteen (15)
14 calendar days of presenting the grievance to the immediate supervisor (or department
15 head), the grievant reduces the grievance to writing, signs the grievance and presents
16 the written grievance to the immediate supervisor or department head.
- 17 B. The immediate supervisor or department head shall give his answer in writing within
18 ten (10) calendar days from the receipt of the written grievance.

19 Section 5.03 - Step Two:

- 20 A. If no settlement is reached in Step One, the grievance shall be referred to the Police
21 Chief within five (5) working days from the time the immediate supervisor was to
22 have submitted his answer, unless such Police Chief is the immediate supervisor.
- 23 B. The Police Chief shall then hold a meeting with the employee and his Association
24 representative, if the employee so elects, within five (5) working days after referral to
25 him to discuss the grievance. The Police Chief shall be required to consult with the
26 Director of Administration concerning the grievance and shall give his written
27 answer, with a copy of the written grievance sent to the Human Resources
28 Department, within twenty (20) workdays of the meeting with the employee and his
29 Association representative.
- 30 C. If the Police Chief is the immediate supervisor, Step Two shall be by-passed except
31 Subsection (B) of Step Two shall be used instead of Subsection (B) of Step One, and
32 the employee may proceed to Step Three of the Grievance Procedure.

1 Section 5.04 - Step Three: If no settlement is reached in Step Two, then such grievance
2 shall be submitted to arbitration within ten (10) working days from the time the Police Chief was
3 to have submitted his answer in the manner described below:

- 4 A. The grievance will be arbitrated by the Wisconsin Employment Relations
5 Commission arbitrator, as provided for in the Wisconsin Statutes. The
6 Association shall file the notice of appeal with the Wisconsin Employment
7 Relations Commission, with a copy to the City Personnel Committee, which
8 submission should be made to the Human Resource Coordinator or the Director of
9 Administration. Each party shall bear the expense of producing its own witnesses and
10 representatives, and any cost involved in the hearing will be shared equally by the
11 City and the Association.
- 12 B. The arbitrator so appointed shall hold a hearing at a time and place convenient to the
13 parties. The arbitrator shall take such evidence as in his judgment is appropriate for
14 the disposition of the dispute.
- 15 C. Upon completion of this hearing, the arbitrator shall be requested to render a written
16 decision within thirty (30) calendar days after the conclusion of testimony and
17 argument to both the City and the Association which shall be final and binding upon
18 the parties. In making his decision, the arbitrator shall neither add to, detract from
19 nor modify the language of this Agreement. The arbitrator shall have no authority to
20 grant wage increases or wage decreases. The arbitrator shall expressly confine
21 himself to the precise issue(s) submitted for arbitration and shall have no authority to
22 determine any other issue not so submitted to him or to submit observations or
23 declarations of opinion which are not directly essential in reaching the determination.
24 In any arbitration award, no right of management shall in any manner be taken away
25 from the City, nor shall such right be limited or modified in any respect excepting
26 only to the extent that this Agreement clearly and explicitly expresses an intent and
27 agreement to divest the City of such right.
- 28 D. All grievances not filed or appealed within the above time periods shall be deemed
29 abandoned. The term "working days" shall not include Saturdays, Sundays or
30 holidays. The above time periods may be extended by mutual agreement of the
31 parties in writing.
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ARTICLE VI - WAGES

Section 6.01: The rates of pay for the various classifications of Police Officers shall be as follows:

	Hourly Eff. 1/1/2016 .8% Increase	Hourly Eff. 4/1/2016 1% Increase	Hourly Eff. 10/1/2016 1% Increase
Patrol Officer			
Start	\$27.21	\$27.48	\$27.75
6 Months	\$28.08	\$28.36	\$28.64
1 Year	\$29.32	\$29.61	\$29.91
2 Years	\$29.95	\$30.25	\$30.55
3 Years	\$31.35	\$31.66	\$31.98
4 Years	\$34.55	\$34.90	\$35.25
Detective	\$37.48	\$37.85	\$38.23

	Hourly Eff. 1/1/2017 2% Increase	Hourly Eff. 1/1/2018 2% Increase*	Hourly Eff. 7/1/2018 .5% Increase	Hourly Eff. end of 2018 0.25% increase*
Patrol Officer				
Start	\$28.31	\$28.88	\$29.02	
6 Months	\$29.21	\$29.79	\$29.94	
1 Year	\$30.51	\$31.12	\$31.28	
2 Years	\$31.16	\$31.78	\$31.94	
3 Years	\$32.62	\$33.27	\$33.44	
4 Years	\$35.96	\$36.68	\$36.86	
Detective	\$38.99	\$39.87	\$40.07	\$40.17

* Detectives were given an extra .25% on 1/1/2018 and on the last pay period of 2018.

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Wage increases will be effective on the start of the pay period closest to, but on or after, the date listed above.

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In the event of any dispute in wages any arbitrator or other such adjudicating body is instructed to add 4% to all above wage rates as a quid pro quo for the retiree health benefit improvements

1 negotiated in the 2009-2010 labor agreement [(wage rate * .04) + wage rate =
2 effective/comparable wage rate].

3 Section 6.02: The City will pay the IRS approved standard mileage rate for Department
4 approved use of personal vehicles.

5 Section 6.03: Appointments of new hires as a Patrol Officer shall normally be made at the
6 established minimum ("Start") rate of pay. The initial appointment of a new hire above the
7 established starting rate of pay may be made by the City if it decides to hire a new employee
8 with multiple years of experience. Any such appointment must be at an established annual step
9 level as shown in section 6.01. If hired at the "6 Months" step, the employee would move to the
10 "1 Year" step after six calendar months, to the "2 Years" step after an additional 12 calendar
11 months (18 months total), and to each successive step after completing each successive year. If
12 the employee is hired at the 1, 2, 3 or 4 Year steps, the employee would move to the next
13 successive step after each completed calendar year, meaning there would be no 6 Month step
14 during the first year of employment. The Chief shall have the discretion (subject to the oversight
15 of the Mayor as required by law) of offering additional vacation also. This provision does not
16 alter the probation requirements, the seniority level of the new hire, or any other years of service
17 related benefit.

18 ARTICLE VII - HOURS OF WORK

19 Section 7.01 - Hours of Work:

- 20
- 21 A. Patrol Officers: The normal shifts shall be as follows: First Shift - 7:45 A.M. to 4:00
22 P.M.; Second Shift - 3:45 P.M. to 12:00 A.M.; Third Shift - 11:45 P.M. to 8:00
23 A.M.; Swing Shift - 7:45 P.M. to 4:00 A.M.
- 24 B. Detectives: Regular working hour shifts will be staggered to ensure there is
25 coverage in the Detective Bureau from 0700 hours until 1800 hours (M-F), in
26 accordance with a departmental policy as established and maintained by the Chief of
27 Police. Language will be developed in a departmental policy that will allow a
28 Detective to flex a daily schedule in advance by mutual agreement.
- 29 C. Nothing contained herein shall be construed to prohibit the City from establishing
30 other shifts.
- 31
32

1 Section 7.02 - Work Week:

2 A. Patrol Officers: The normal work schedule for all regular full-time Patrol Officers
3 shall consist of five (5) workdays followed by two (2) days off, followed by five (5)
4 workdays followed by three (3) days off, referred to as a 5-2, 5-3 duty schedule.

5 B. Detectives: The normal work schedule for a Detective shall consist of five (5)
6 workdays followed by two (2) days off. They will be scheduled to work Monday
7 through Friday with weekends off. Language will be developed in a departmental
8 policy that will allow a Detective to flex a work week in advance by mutual
9 agreement.

10 1. "On Call" Status: There will be a Detective assigned to an "On Call" status
11 from the close of the Detective Bureau business hours on the Monday of an
12 assigned "On Call" duty week until the following start of business hours on
13 the successive Monday. (This language addresses the end of the business day
14 for the Detective Bureau on the first Monday of an "On Call" Duty Week and
15 ends the successive week when the first Detective reports in for work.)

16 a. Rotation: This "On Call" status will rotate for each Detective (based on
17 staffing levels as instructed by the Chief of Police) in accordance with a
18 department policy as established and maintained by the Chief of Police.

19 i. Detectives will submit a signed, "On Call" schedule form for the
20 upcoming year to the Chief of Police within two weeks of the
21 completion of the vacation selection process each year. (Failure to do
22 so will give the Chief of Police or his designee authority to make such
23 assignments.)

24 ii. It is the responsibility of each Detective to find a replacement or trade
25 for any conflict to the schedule once it is finalized.

26 iii. In the event that an "On Call" coverage needs to be assigned based
27 upon an unscheduled or unplanned absence, or unavailability of the
28 designated Detective, the Chief may order a mandatory "On Call" duty
29 assignment, except that such assignment will not coincide with a
30 scheduled vacation day.

31 iv. The "On Call" policy will set forth the initial point of contact for all
32 incidents occurring after normal working hours, and who has the

1 authority to make the decision as to whether or not the "On Call"
2 Detective will be called to respond to an incident.

3 v. Establishment of an "On Call" Detective does not alter the fact that
4 any Detective is subject to call in and does not require that the
5 Department call in the "On Call" Detective first.

6 b. Compensation: Each Detective will work approximately 10.4 weeks of
7 "on-call" duty status per year (52 weeks/year divided by five (5)
8 Detectives). Each Detective will be compensated two (2) hours of pay
9 for each of the 10.4 weeks they are expected to work each year. "On
10 Call" pay will only be issued in complete week blocks, and can only
11 be taken as pay. To avoid any potential conflict or shortchanging for
12 "On Call" status, Detectives will submit an overtime card for two (2)
13 straight time hours of pay after the completion of their assigned "On
14 Call" work week. They will be compensated for their work on the
15 following paycheck, in accordance with regular payroll procedures. In
16 the event of special circumstances that result in more than one
17 individual serving as the "On Call" Detective during a given week, the
18 individual "On Call" for the greatest portion of that week will receive
19 the "On Call" pay for that period. (Note: This provision does not
20 create a requirement upon the City to maintain a minimum of five (5)
21 Detectives.)

22 C. The position of School Liaison Officer shall work Monday through Friday, during
23 school hours and consist of an eight (8) hour shift normally falling between the hours
24 of 7:00 A.M. and 4:00 P.M.

25 D. The above language is intended to provide for overtime in situations where the City
26 requires that investigation duties be performed outside of the above described work
27 hours, which work hours are further set forth in the above referenced departmental
28 policies.

1 **ARTICLE VIII - OVERTIME**

2 **Section 8.01:**

3 A. **OVERTIME.** All hours worked outside of an employee's scheduled duty hours shall
4 be considered overtime hours and paid at the rate of one and one-half (1½) times the
5 employees regular salary.

6 B. **MANDATORY SCHOOLING/TRAINING.** Overtime regarding mandatory
7 schooling and training sessions which are eight (8) hours or longer in a workday,
8 shall be compensated at a straight time rate of pay. Overtime regarding mandatory
9 schooling and training that is less than eight (8) hours in a work day shall be
10 compensated at the rate of time and one-half (1½). Compensable schooling and
11 training time shall include time spent in attendance at a mandatory schooling or
12 training session, as well as time spent traveling to and from the mandatory schooling
13 or training site only. It shall not include preparation time, lodging time, or any other
14 time incidental to attendance at a mandatory schooling or training session.

15 C. **NON-MANDATORY SCHOOLING/TRAINING.** Approved non-mandatory
16 schooling and training shall be paid at straight time up to a maximum of eight (8)
17 hours per day at the employee's straight time hourly rate. If the school or training
18 session lasts for more than eight (8) hours in a day, or requires an overnight stay, the
19 Employer will not be required to pay more than eight (8) hours of straight time per
20 day, regardless of the total number of hours actually spent traveling or in attendance
21 at the approved non-mandatory school or training session.

22 D. **COMPENSATORY TIME.**

23 1. **Accumulation:** In lieu of pay, officers may accumulate compensatory time off to
24 a maximum balance of two hundred (200) hours. Overtime will be in pay for any
25 portion of compensatory time accrual that would exceed two hundred (200) hours.
26 Compensatory time may be taken off with the Chief's approval.

27 2. **Carryover:** Any portion of a compensatory time balance accumulated may be
28 carried forward from one calendar year to a subsequent calendar year; however,
29 any such balance carried forward may only be taken off and may not be paid out,
30 except in the case of termination. As an additional exception applicable only to
31 balances carried forward into 2016, prior to October 28, 2016, payday, an
32 employee may request and receive payout for compensatory balances carried

1 forward from 2015 (following timing of #3 below), which payouts will be
2 reported to the IRS and WRS in accordance with their requirements.

3 3. Payout: Once per month, except in December and in conjunction with the time
4 sheets submitted for the last pay date of each month, employees may request
5 payout of any compensatory time balance accrued during that calendar year
6 (except as noted in #2 above). Payout is made at the then current rate of pay.

7 Section 8.02: An employee who has worked overtime shall not be denied the right to
8 work his scheduled duty hours.

9 Section 8.03: If an employee is specifically called in to work outside his scheduled duty
10 hours, he shall be guaranteed a minimum of two (2) hours pay at time and one-half (1½). This
11 provision shall not apply where the call-in is consecutively prior to or subsequent to an
12 employee's scheduled duty hours.

13 Section 8.04: An employee, who, with the approval of his supervisor, attends a City
14 Attorney Conference outside his scheduled duty hours, shall be guaranteed a minimum of two
15 (2) hours at his regular straight time pay unless such conference is consecutive to or subsequent
16 to his scheduled duty hours.

17 18 ARTICLE IX - HOLIDAYS

19 Section 9.01: The following eleven (11) holidays shall be holidays for Police Officers
20 covered by this Agreement:

21 New Years Day	Labor Day
22 President's Day	Thanksgiving Day
23 Friday before Easter	Day after Thanksgiving Day
24 Memorial Day	Christmas
25 Independence Day	Day preceding Christmas Day
26 Day preceding New Year's Day	

27 28 29 Section 9.02:

30 A. Patrol Officers covered by this Agreement shall be compensated at the rate of eight
31 and one quarter (8.25) hours per day for each of the eleven (11) holidays designated
32 above.

1 B. Detectives and the School Resource Officer (SRO) covered by this Agreement shall
2 have the eleven (11) holidays designated above off.

3 1. If the holiday falls on a weekend, the Detective and the School Resource
4 Officer (SRO) may schedule the holiday off anytime within that particular pay
5 period, with all such selections requiring approval by the Chief of Police or
6 his designee. (If unforeseen staffing issues prevent the scheduling of the
7 holiday within the specific pay period, the holiday may be moved beyond that
8 pay period with the permission of the Chief of Police or his designee.)

9 C. Patrol Officers may elect to take their holidays in pay or compensatory time off in
10 accordance with the then current departmental Vacation and Off-Time Request
11 Policy. [Note: It is the intent of the City following ratification to modify the current
12 SOP to include Patrol Officers with options that align with those of Dispatchers]

13 Section 9.03: Employees shall be allowed four (4) personal days off per year, except new
14 employees who are hired prior to March 1st shall receive four (4) personal holidays, who are
15 hired prior to June 1st shall receive three (3) personal holidays, who are hired prior to September
16 1st shall receive two (2) personal holidays, and who are hired on or after September 1st shall
17 receive one (1) personal holiday. Scheduling of personal days off will be in accordance with the
18 Vacation and Off Day policy as established by the Chief of Police.

19
20 **ARTICLE X - VACATIONS**

21 Section 10.01: Eligible employees of the Police Department covered under the terms of
22 this Agreement shall have vacation benefits based on years of continuous employment as
23 follows:

- 24 A. Ten (10) working days of vacation with full pay after completion of one (1) year of
25 employment.
- 26 B. Fifteen (15) working days of vacation with full pay after completion of six (6) years
27 of employment.
- 28 C. Twenty (20) working days of vacation with full pay after completion of thirteen (13)
29 years of employment.
- 30 D. Twenty five (25) working days of vacation with full pay after completion of eighteen
31 (18) years of employment, provided the employee has accumulated at least one
32 hundred thirty (130) days of sick leave in the year the vacation is taken. In the event

1 that, within the last five (5) years of the year in which the vacation is to be taken, the
2 employee has suffered a major illness or a series of illnesses wherein the employee
3 has used twenty (20) successive days of sick leave and would have been eligible for
4 the vacation set forth above, had not such illness occurred, then those days taken for
5 major sick leaves shall be counted to arrive at the one hundred thirty (130) day sick
6 leave accumulation required. Within the last ten (10) years of the year in which the
7 vacation is to be taken, if the employee can produce sufficient evidence of the loss of
8 sick time listed above, the days will be counted to arrive at the one-hundred thirty
9 (130) days. The accumulation requirement for Kevin Mullikin and Daniel Heder
10 shall be one-hundred ten (110) days and one-hundred two (102) days , respectively,
11 as opposed to 130 days.

12 E. Employees who have completed twenty-two (22) years of service will receive twenty-
13 five (25) working days of vacation regardless of the number of sick days they may
14 have accumulated.

15 Section 10.02: A vacation selection list shall be posted by November 15th for the
16 forthcoming year. Vacation selection shall be made by departmental seniority by employees on a
17 particular shift, regardless of whether or not included in the bargaining unit, provided that such
18 picks are made by January 15th of each year. Vacations must be arranged so as not to interfere
19 with the normal function of the department.

20 Section 10.03: Vacation allowance shall not be accumulated from year to year, except as
21 may be permitted by the Police Chief under special circumstances, with the knowledge and
22 approval of the Director of Administration.

23 Section 10.04: An employee will receive ten (10) days of vacation after the successful
24 completion of their probationary period. This vacation must be used by the end of the calendar
25 year. The employee will then receive another ten (10) days of vacation on the following January
26 1st. The employee will continue to receive annual vacation benefits on January 1st of each year
27 based on the schedule in Section 10.01.

28 Section 10.05: To be eligible for a full vacation allowance after the initial end-of-
29 probation award, an employee must complete twelve (12) full months of service in the prior year.
30 A full month of service is any month in which an employee receives pay for at least ten (10)
31 days. If an employee has not completed twelve (12) full months of service in the prior year, his
32 vacation will be pro-rated based on the number of completed months of service.

1 Section 10.06: In the event an employee who has successfully completed his
2 probationary period of employment terminates employment with the City, the employee shall be
3 entitled to receive payment for any vacation hours already in the employee's vacation account.
4

5 **ARTICLE XI - LONGEVITY**

6 Section 11.01: Each eligible employee commencing the regular pay period following
7 eligibility shall receive longevity pay in addition to the regular salary, based upon the following
8 schedule:

- 9 After 5 years of service \$5.00 per month
10 After 10 years of service \$10.00 per month
11 After 15 years of service \$15.00 per month
12 After 20 years of service \$20.00 per month
13 After 25 years of service \$25.00 per month
14

15 **ARTICLE XII - SICK LEAVE**

16 Section 12.01: Sick leave shall accrue at the rate of one (1) working day for each full
17 month of service to the maximum cumulative total of one hundred eighty (180) days. A full
18 month of service shall refer to a month in which an employee receives pay for at least ten (10)
19 days.

20 Section 12.02: Employees who are sick and unable to report for work shall notify the
21 Department no later than one (1) hour prior to the start of the employee's work shift.

22 Section 12.03: Employees who are absent three (3) or more consecutive days because of
23 sickness or injury may be required to bring in a doctor's certificate confirming the need to be
24 absent for the sickness or injury. Any employee who is required to obtain a doctor's certificate
25 shall submit the billing thru their health insurance carrier(s). Any remaining cost related to
26 obtaining the certificate will be promptly paid in full by the City following submission of an
27 Explanation of Benefits by the employee. Any billing to obtain said doctor certification shall not
28 count against the employee's lifetime health insurance maximums except if the employee's
29 lifetime health insurance maximum benefit level exceeds \$1,000,000.

30 Section 12.04: All unused accumulated sick leave credit is automatically canceled if an
31 officer resigns, is discharged for a cause, or is laid off, except that officers that are laid off for

1 reasons not attributable to them will retain their unused accumulated sick leave provided they are
2 reappointed within one (1) year from the date of layoff.

3 Section 12.05: Any holiday, regular off-duty day, or vacation day falling during a
4 member of the Department's absences due to a condition for which sick leave credit would be
5 granted shall not be considered a chargeable day of sick leave.

6 Section 12.06: After three (3) months of a non-duty related injury or illness, sick leave
7 accumulation will be suspended until the employee returns to work, either on full duty or
8 modified duty.

9 Section 12.07: Sick Leave Incentive Program

10 Effective 1-1-10, a sick leave incentive program shall be put into effect. Employees
11 shall receive credit based upon the amount of sick leave hours used during each calendar year.
12 Once the use of sick leave hours is recorded within a payroll cycle that sick leave use may not be
13 altered or adjusted, except for corrections as approved by the Director of Administration or his
14 designee. This benefit and administration of this benefit shall be subject to all applicable IRS
15 regulations.

- 16 A. Employees shall begin to accrue their sick leave incentive credit during their first full
17 calendar year of employment. New employees who do not commence employment
18 on or by January 3rd will not receive credit for the partial calendar year.
- 19 B. Sick Leave Incentive Bank: Employees shall be credited an amount of money to a
20 sick leave incentive bank based upon the number of hours to be credited (per C
21 below) multiplied by three-quarters of the employee's hourly rate on December 31st of
22 the year for which the hours were accrued (employees with 13 years of service as of
23 7/1/2010 would be locked in at 110% benefit level and employees with 12 years of
24 service as of 7/1/2010 would be locked in at a 90% benefit level). By February 15th
25 of each year, the City shall provide a printout to each employee identifying the
26 amount of money credited for the prior year to the employee's sick leave incentive
27 bank and the accumulated sick leave incentive bank total, which listing may include
28 all members of the unit or department. Balances do not earn interest.
- 29 C. Credit Schedule: Employees shall receive a credit in hours based upon the amount of
30 sick leave hours used during the calendar year in accordance with the following
31 schedule:
32

	<u>Sick Leave Usage</u>	<u>Hours to be converted to Dollars in Employee Incentive Bank</u>
1		
2		
3	0-8.25 hours	24.75 hours
4	8.26-14 hours	16.5 hours
5	14.01-20 hours	8.25 hours
6	20.01-26 hours	4 hours
7	26.01-36 hours	2 hours
8		

9 Sick leave usage shall apply to any event for which an employee uses sick leave
10 during the year including, but not limited to, state and federal FMLA leaves of
11 absence. In the final year of employment, when an employee terminates employment
12 or retires, the employee will receive a prorated credit based upon the portion of the
13 calendar year worked prior to the termination or retirement date.

14 D. Vesting and Distribution

- 15 1. Vesting. Employees shall be vested after 5 full calendar years of creditable
16 employment. An employee separating employment for any reason prior to
17 achieving 5 full calendar years of creditable employment shall have no right to the
18 amounts accrued and such amounts shall be forfeited.
- 19 2. Separation prior to retirement and prior to qualifying for retiree health
20 insurance benefits per Section 15.02. After being vested, employees who leave the
21 employment of the City for any reason prior to retiring under the WRS and
22 qualifying for retiree health insurance benefits per Section 15.02, except
23 terminations for cause, will have the amount accumulated in their sick leave
24 incentive bank paid out as a separation benefit and such amount will be taxable in
25 accordance with IRS rules. Employees terminated for cause shall have no right to
26 the amounts accrued and such amounts shall be forfeited.
- 27 3. Separation at retirement when qualifying for retiree health insurance benefits per
28 Section 15.02. After being vested, employees who retire under the WRS and
29 qualify for retiree health insurance benefits per Section 15.02 will have the
30 amount accumulated in their sick leave incentive bank retained by the City to use
31 as a credit against the employee's share of retiree health insurance costs until the
32 fund is depleted. This benefit will be in addition to the benefit set forth in Article
33 15.02. An employee shall not be obligated to pay for the "employee share of

1 retiree health insurance costs” until such amounts accumulated in the employee’s
2 sick leave incentive account are exhausted. The employee will not have an option
3 or right to have the amount accumulated in their sick leave incentive bank paid
4 out as a separation benefit, nor will any excess balance following termination
5 from the health plan be paid out.

6 Section 12.07: Employees may donate vacation time to another member in the event of
7 catastrophic illness or injury if that member has no sick or injury leave left in his account. There
8 shall be a limit to such transfer of vacation time to any one member of twenty-five (25) days in a
9 two (2) year period. All such requests for transfer of vacation time under this section shall be in
10 writing and approved by the Chief of Police.

11 **ARTICLE XIII - SEVERANCE PAY**

12 Section 13.01: Upon retirement, each member covered by this Agreement shall receive
13 thirty (30) days full pay as a minimum. Severance pay shall be accumulated at the rate of two
14 (2) days for each year of service, with the limitation that no additional severance pay over and
15 above the minimum severance pay of thirty (30) days shall be paid unless the employee has
16 accumulated sick leave corresponding to the severance pay he would be eligible for, to a
17 maximum of sixty (60) days. Severance pay shall be based upon an eight and one-quarter (8¼)
18 hour workday and at the rate of pay the employee is earning at the time of retirement.
19

20 The employee may apply the severance pay for payment of health insurance premiums by
21 leaving the entire amount due with the City from which the City shall deduct monthly an amount
22 equal to the then current health insurance premium until the funds are exhausted.

23 Section 13.02: In the case of the death of an employee, that vacation which said
24 employee has earned up to his anniversary date and holidays not taken, as in accordance with the
25 existing agreement, shall be paid to his heirs.

26 **ARTICLE XIV - CLOTHING ALLOWANCE**

27 Section 14.01: Each member covered by this Agreement shall receive four hundred fifty
28 dollars (\$450.00) in 2013 uniform allowance, which shall be paid in two (2) equal installments
29 on May 1st and November 1st of each year by check, except an employee who has been off of
30 work due to an on-duty or off-duty injury or illness for 61 calendar days preceding either date
31 shall not be entitled to the clothing allowance for that date; however, upon return to work they
32

1 shall receive the last two clothing allowance payments missed, if any. This amount will increase
2 to five hundred dollars (\$500) effective January 1, 2014.

3
4 **ARTICLE XV - HEALTH INSURANCE**

5 Section 15.01: Employee Share of Monthly Health Insurance Premium (Premium Co-
6 Pay). Employees will pay a percentage of the applicable monthly health insurance premium as
7 determined by the Common Council from time-to-time and as subsequently incorporated into
8 the Employee Handbook, which rate shall be the same as generally applies to non-supervisory
9 employees except the following maximums shall apply effective 1/1/16: Family (with HRA)
10 \$250, Family (without HRA) \$298.10, Single (with HRA) \$122.50, and Single (without HRA)
11 \$139.90. Furthermore the maximum rate caps for years after 2016, including those beyond the
12 term of this contract, will increase \$15/year for family plans and \$10/year for single plans from
13 the prior year's cap (for example "With HRA" caps for 2017 will be \$265 and \$132.50, etc.)
14 except the "with HRA" rate shall not exceed 15% of the monthly premium and the "without
15 HRA" rate shall not exceed 20% of the monthly premium.

16
17 If the City creates a Health Insurance Plan which is not generally available to non-represented,
18 non-supervisory employees, and/or which is predominately limited to protective service
19 employees, the applicable employee share of the Monthly Health Insurance Premium shall not
20 be "as determined by the Common Council," as set forth above, but, rather, shall be subject to
21 negotiation.

22 Section 15.02: For employees who retire on a regular pension (disability pensions,
23 excluded), the City shall pay seventy-five percent (75%) of the cost towards the single plan
24 premium or the family plan premium of the health plan the employee was in prior to retirement,
25 and such payment shall remain frozen at that level throughout the period of such payment, under
26 the following conditions (if an employee/retiree switches from a family to a single plan the City
27 will continue to pay only 75% of the single plan premium that was in effect on the date of
28 retirement. If the employee elects single coverage at or after retirement and subsequently
29 switches to a family plan, the City will pay 75% of the family plan premium that was in effect on
30 the date of retirement only if the family dependents were eligible for coverage on the date of
31 retirement).

- 1 A. The employee/retiree must have at least fifteen (15) years of continuous service with
2 the City of Franklin. Employees hired after 8/1/2010 must have at least twenty (20)
3 years of continuous service with the City of Franklin.
- 4 B. The employee/retiree must be at least the statutory normal retirement age.
- 5 C. Participation in the City's health insurance program ceases at the earliest of the
6 following:
 - 7 1. The employee/retiree is eligible for Medicare.
 - 8 2. The employee/retiree's death.

9 Section 15.03: Any employee who retires from employment with the City under
10 Wisconsin Statutes 40.65, Duty Disability, and who is disabled from a range of jobs (not just law
11 enforcement) and unable to work shall be eligible for continued enrollment in the City's
12 conventional hospital and surgical insurance program. In this instance the City shall pay toward
13 that health plan seventy-five percent (75%) of the cost towards the plan-type premium (ie. single,
14 family, high-deductible, etc.) amount in effect on the date the employee retires and such payment
15 toward the retiree's City health insurance coverage shall remain frozen at that fixed-dollar
16 amount throughout the period of such payment so long as the employee is retired and enrolled in
17 the plan and until the retired employee qualifies for Medicare, except as noted immediately
18 hereafter. If said retiree switches from a higher-premium plan-type to a lesser-premium plan-
19 type, the City will continue to pay only 75% of the lesser-premium plan-type that was in effect
20 on the date of retirement; however, if a retiree elects a plan-type with a lesser premium at or after
21 retirement and subsequently switches back to a higher-premium plan-type, the City will revert to
22 paying 75% of the higher-premium plan-type that was in effect on the date of retirement only if
23 the added dependents were eligible for coverage on the date of retirement. Section 15.07,
24 pertaining to comparable health benefits, applies to this Section.

25 Section 15.04: Any employee who retires from employment with the City under
26 Wisconsin Statutes 40.65, Duty Disability, and who is not disabled from a range of jobs but is
27 unable to work in law enforcement shall be eligible for continued enrollment in the City's
28 conventional hospital and surgical insurance program for 10 years from the date of the end of the
29 month of the last day worked. In this instance and subject to the maximum 10-year period, the
30 City shall pay toward that health plan seventy-five percent (75%) of the cost towards the plan-
31 type premium (ie. single, family, high-deductible etc.) amount in effect on the date the employee
32 retires and such payment toward the retiree's City health insurance coverage shall remain frozen

1 at that fixed-dollar amount throughout the period of such payment so long as the employee is
2 retired and enrolled in the plan or until the retired employee qualifies for Medicare, except as
3 noted immediately hereafter. If said retiree switches from a higher-premium plan-type to a lesser-
4 premium plan-type, the City will continue to pay only 75% of the lesser-premium plan-type that
5 was in effect on the date of retirement; however, if a retiree elects a plan-type with a lesser
6 premium at or after retirement and subsequently switches back to a higher-premium plan-type, the
7 City will revert to paying 75% of the higher-premium plan-type that was in effect on the date of
8 retirement only if the added dependents were eligible for coverage on the date of retirement.

9 Section 15.07, pertaining to comparable health benefits, applies to this Section, but such
10 application does not extend the 10-year maximum period. Additionally, an employee who is
11 within 4 years of 1) meeting the conditions necessary to retire on a regular pension (which
12 currently under WRS is 54 or 53 with 25 years of service) and 2) qualifying for coverage under
13 15.02, when considering those extra 4 years as part of their continuous service) may extend the
14 10-year period to the date when the employee/retiree is eligible for Medicare or the employee's
15 death, whatever comes first.

16 Section 15.05: In the event a retiree selects or reverts to plan-type during an eligible
17 continuation period as set forth in and allowable per Sections 15.02 through 15.04 and that
18 premium-type did not exist on the premium share calculation date stated in those Sections,
19 the applicable premium-type rate shall be calculated based upon a percentage of the family plan
20 using the then current year's premium rates.

21 Section 15.06: In the event the employee/retiree's spouse is not eligible for Medicare
22 when the employee/retiree's participation in this program ceases, the spouse may remain in the
23 same City group health plan until eligible for Medicare solely at the expense of the spouse,
24 provided that the spouse pays the full monthly premium therefor to the City Treasurer by the 15th
25 of the month prior to the month the premium is due, or the spouse may be dropped from the
26 City's insurance program.

27 Section 15.07: If the employee/retiree obtains other employment in which comparable
28 health benefits are available at a cost to the employee/retiree which does not exceed the
29 employee/retiree's cost under this City program, the employee/retiree must participate in the
30 other plan, provided that the employee/retiree may again participate in the City program when no
31 longer eligible for the other coverage, if otherwise eligible under Paragraph (C) and if the City's
32 insurance carrier agrees to permit such participation. As an alternative to participating in the

1 other plan, the employee/retiree has the option of remaining in the City plan, but only under a
2 single contract covering the employee/retiree.

3 Section 15.08: The employee/retiree must pay the balance of the full monthly premium to
4 the City Treasurer by the 15th of the month prior to the month the premium is due, or the
5 employee/retiree may be dropped from the City's insurance program.

6 Section 15.09: In the event an employee is killed in the line of duty, the employee's
7 spouse and dependents may remain in the City health insurance program, and the City will pay
8 seventy-five (75%) of the full cost of the premium for a period of one (1) year. At the
9 conclusion of the one (1) year period, the employee's spouse and dependents may remain in the
10 City health insurance program at their own expense subject to the provisions of Section 15.05.

11 Section 15.10 - Dental Insurance: Dental insurance shall be made available by the City.
12 The City shall pay 100% of the single premium. Employees shall pay the difference between the
13 single and family premium if the family plan is selected.

14 Section 15.11: The parties acknowledge that by operation of Wisconsin Statute Section
15 §111.70(4)(mc)(6) the design and selection of the health care coverage plan is a prohibited
16 subject of bargaining. In the event that this statutory language is amended, repealed, interpreted
17 or otherwise declared invalid such that the issues addressed in Article XV – Health Insurance or
18 Appendix “A” and “B” to the 2011–2012 contract, in whole or in part, are no longer considered
19 prohibited subjects of bargaining, the parties agree to open the contract and discuss mutually
20 agreeable language relative to health care coverage and plan issues that become mandatory
21 subjects of bargaining based upon said declaration.

22 23 ARTICLE XVI - LIFE INSURANCE

24 Section 16.01: The City shall pay the full premium of the Life Insurance Plan currently in
25 effect for each member and shall retain the right to designate the insurance carrier.

26 27 ARTICLE XVII - WISCONSIN RETIREMENT FUND

28 Section 17.01:

- 29 A. New Hires: Effective January 1, 2013, those employees hired on or after July 1,
30 2011 will pay a percentage of each payment of earnings equal to the full amount of
31 the employee's share of the WRS payment as approved by the Department of

1 Employee Trust Funds from time to time, consistent with the amount paid by
2 "General Employees."

3 B. Existing Employees: Effective on the first full pay period following ratification by
4 both parties, employees hired prior to July 1, 2011 shall pay that portion of the
5 employee's contributions which shall be three percent (3.0%) of the employee's
6 wages, by payroll deduction. Effective on the first full pay period following
7 January 1, 2014, employees will pay a percentage of each payment of earnings
8 equal to the full amount of the employee's share of the WRS payment as approved
9 by the Department of Employee Trust Funds from time to time, consistent with
10 "General Employees." (For 2014 and subsequent years, the change to the WRS
11 contribution commences with the pay period and applies to the paycheck covering
12 the pay period beginning closest to, but on or after, January 1st of that year. The
13 intent of the language is such that the application of the change in WRS
14 contribution rates occurs in the same paycheck as the application of the listed wage
15 increase.) [Note: For a year where the ETF reduces the applicable statutory
16 Employee Share, the City will apply the new rate to the first check issued in that
17 calendar year as well, if so required by the statute.]
18

19 ARTICLE XVIII - WORKER'S COMPENSATION

20 Section 18.01: Full time employees who are off work and who are eligible for and
21 receiving Worker's Compensation payments for temporary-partial or temporary-total disability as
22 the result of duty related illness or injury shall be granted leave of absence for a period not to
23 exceed one (1) year in aggregate for any one (1) injury or illness.

24 Section 18.02: All full time regular employees shall receive pay from the City less the
25 amount of Workers Compensation paid the employee.

26 Section 18.03: In no event will such supplemental pay and Worker's Compensation
27 benefit, in aggregate, exceed the employee's normal net "take home" pay.

28 Section 18.04: WRS rules provide for a suspension of applying employee-required
29 contributions while receiving temporary disability compensation but also provides for the
30 employer to make a full recovery (reimbursement) of all suspended payments following a return
31 to work. Therefore, in order to comply with 18.02 and 18.03 and to avoid a reduction in normal
32 net "take home" pay following return to work after receiving temporary Workers Compensation

1 disability payments, the employees authorize a voluntary payroll deduction equal to the
2 equivalent amount of WRS payments that would otherwise be due when maintaining the
3 employee's normal net "take home" pay. The City will then offset this voluntary deduction
4 against allowable additional employee-required contributions that may be recovered from the
5 employee's earnings after the employee returns to work. The aggregate or net impact over the
6 period while receiving temporary Workers Compensation disability payments and after the
7 employee returns to work is to maintain the employee's normal net "take home" pay.

8
9 **ARTICLE XIX - FUNERAL LEAVE**

10 Section 19.01: Upon application, a leave of absence of three (3) days with full pay shall
11 be allowed in the event of the death of a member's spouse, child, father, mother, sister, brother,
12 father-in-law or mother-in-law. One (1) day with full pay shall be allowed in the event of the
13 death of the member's brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent.
14 One (1) day with full pay shall be granted in the event of the death of the member's aunt or uncle.

15 Section 19.02: When a funeral leave of absence for death shall occur during a member's
16 regular vacation period, said vacation shall be considered as part or all of the leave granted.

17 Section 19.03: All applications for funeral leave shall be in writing and shall be submitted
18 to the Police Chief at the time of request for such leave. The funeral leave is not to be deducted
19 from sick leave.

20
21
22 **ARTICLE XX - MILITARY LEAVE**

23 Section 20.01: Each member of the Association who is required to take a period of
24 training with an organized unit of the Reserve Corps of the United States Army, Navy, Air
25 Force, Marine Corps, Coast Guard, and the National Guard, and who is ordered to active duty
26 shall be granted a leave of absence for a period not in excess of two (2) weeks annually upon
27 submission to the Police Chief of evidence of receipt of authentic orders.

28 Section 20.02: Any member of the Association who has completed one (1) year of
29 continuous service with the City shall be compensated for the difference between their base
30 service pay and their base departmental compensation for a period equivalent to the approved
31 military leave, but not to exceed two (2) weeks per year, if the base service compensation is less
32 than the base City compensation.

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ARTICLE XXI - COLLEGE EDUCATIONAL INCENTIVE PROGRAM

The College Educational Incentive Program was converted to base wages effective in 2016.

ARTICLE XXII - SENIORITY

Section 22.01: Seniority is defined as the length of time that an employee has been continuously employed as a full time employee by the City in a position included in this bargaining unit.

Section 22.02: New employees shall not attain any seniority rights until they have completed their probationary period. The probationary period for new employees shall be one (1) year, provided however, that this period may be extended for a particular employee by mutual agreement in writing between the employer and the Association. During such probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the Employer without recourse to the grievance procedure under Section 62.13 (5), Wisconsin Statutes. Upon completion of the above probationary period, an employee will be granted seniority rights from the original date of hire.

Section 22.03: A seniority roster will be posted and brought up to date each January.

Section 22.04: Employees shall lose their seniority for any of the following reasons:

- A. Discharge.
- B. Resignation. (Any employee absent for 3 consecutively scheduled workdays without notifying the Employer of the reason for absence may be considered as having resigned, except where the employee has a legitimate reason for not notifying the Employer.)
- C. Retirement.
- D. Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid.
- E. Failure to give notice of intent to report to work within five (5) working days after having been recalled from layoff by certified mail sent to last address furnished by employee to the City; or failure thereafter to return to work within two (2) weeks after such notice of intent.

1 F. Accepts other employment while on a leave of absence, unless given written
2 permission to do so from the Personnel Committee.

3 G. On layoff for twenty-four (24) continuous calendar months or length of
4 seniority, whichever is less.

5 Section 22.05: Assignments to fill Patrol Officer vacancies on a shift shall be made on the
6 basis of seniority. The officer with the greatest seniority shall be given the first preference; the
7 officer with the next greatest seniority shall be given second preference, and so on until the
8 vacancy is filled. However, new officers may be temporarily assigned to a shift for up to a
9 period of one (1) year after their employment with the City.

10 Section 22.06: Assignments to fill vacancies on a shift for Detectives shall be made on
11 the basis of seniority in rank, provided that the assignment of the most senior officer shall not
12 impede or interfere with the operation of the department. The officer with the greatest seniority
13 in rank shall be given the first preference; the officer with the next greatest seniority shall be
14 given second preference, and so on until the vacancy is filled. This article shall not apply to
15 assignments to fill temporary vacancies or to promotions.

16 Section 22.07: Layoffs shall be pursuant to 62.13(5m).

17 Section 22.08 - Residency: Employees now covered by a residency requirement shall
18 reside within an area identified on the map in Attachment "A" (which extends no less than 15
19 miles from the City limits in each direction, as required by law).

20 **ARTICLE XXIII - TRADES**

21 Section 23.01: A trade of duty time may be made by any Association member with the
22 approval of the officer in charge or the Chief. Such approval shall not be unreasonably withheld.
23 However, a trade of duty time shall not interfere with the operations of the Department, and the
24 City shall not incur any overtime liability because of such trades. Association members
25 recognize that repayment of trades is an obligation between the members, and it shall be the
26 responsibility of the individuals involved in the trade to see that they fulfill such obligation.

27 **ARTICLE XXIV - NO STRIKE**

28 Section 24.01: The Association agrees that for the duration of this Agreement
29 representatives or employees will not authorize, assist, support or engage in any strike, work
30 stoppage, slowdown, interruption of work or interference with operations of the Employer. In
31 the event of any strike, work stoppage, slowdown, or interruption or impeding of work, the
32

1 Association shall immediately give public notice to the employees involved that they are in
2 violation of this Agreement and should end such strike, work stoppage, slowdown or interruption
3 or impeding of work.

4
5 **ARTICLE XXV - JURY DUTY**

6 Section 25.01: Each employee shall be granted time-off with pay for reporting for jury
7 duty or jury service. Compensation received for such duty or service (exclusive of travel pay,
8 expenses, or pay for jury duty on off-duty days) shall be immediately paid over to the City
9 Treasurer. If a day shift employee is released from jury duty early enough during his scheduled
10 shift, so that it is possible to report for work, he shall be required to do so.

11
12 **ARTICLE XXVI - VOLUNTARY BENEFITS**

13 Section 26.01: Employees shall have the option of purchasing short-term disability
14 insurance, personal accident insurance, personal hospital intensive care insurance, and/or cancer
15 protection insurance from AFLAC. Employee participation in this 100% employee paid benefit
16 requires that premiums be paid through payroll deduction.

17 Section 26.02: Employees have the option of purchasing auto and home insurance from
18 Liberty Mutual under their Group Savings Plan.

19
20 **ARTICLE XXVII – LONG-TERM DISABILITY**

21 Section 27.01: Employees covered by this Agreement shall have the opportunity to
22 participate in a Long-Term Disability Insurance Plan. Participation in such plan shall be
23 voluntary. Those employees who wish to participate in the Long-Term Disability Insurance Plan
24 shall do so at their own expense.

25
26 **ARTICLE XXVIII - CONDITIONS OF AGREEMENT**

27 Section 28.01: Whenever the term "employee" is used in this Agreement, it shall refer to
28 a full-time employee unless specifically provided otherwise. Whenever the term "service" or
29 "employment" is used in this Agreement, it shall refer to full-time service or employment unless
30 specifically provided otherwise.

31 Section 28.02: All references to employees in the male or female gender shall be
32 interchangeable where applicable.

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ARTICLE XXIX - DURATION AND NEGOTIATIONS

Section 29.01: This agreement shall become effective retroactive to January 1, 2016, following ratification by both parties and shall continue in full force and effect until December 31, 2018. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement except as otherwise provided for by law.

Section 29.02: The terms of this Agreement shall not be changed or altered by any subsequent Ordinance, Resolution, Executive Order, or Legislative or Executive Act of any kind during the duration of this Agreement unless both parties to this Agreement agree to such change or alteration. Any changes in the rules and regulations of the department or any work rules shall be subject to the provisions of Article II, Section 2.01.

Section 29.03: If any part or parts of this Agreement are invalid, it shall not invalidate the entire Agreement.

Section 29.04: On or about July 1, 2018, the Association or the City shall notify the other party of their intent to negotiate a Successor Agreement.

Section 29.05: Either party may select for itself a negotiator or negotiators for the purposes of carrying on conferences and negotiations under the provision of the applicable Wisconsin Statutes.

ARTICLE XXX - AMERICAN DISABILITIES ACT (ADA)

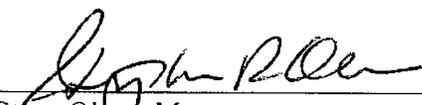
Section 30.01: The City and Association agree to comply with the American With Disabilities Act. In the event the employer finds it necessary to accommodate the disability of an applicant or employee, the employer may modify job responsibilities, assignments and schedules as necessary to effectuate such accommodation.

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Dated this 21st day of July, 2016.

CITY OF FRANKLIN

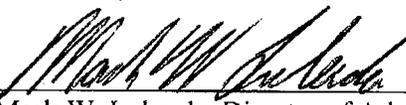
WISCONSIN PROFESSIONAL POLICE
ASSOCIATION LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION
FRANKLIN POLICE OFFICER
ASSOCIATION LOCAL #280



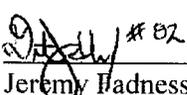
Steve Olson, Mayor



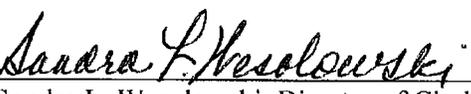
Brent Hart, WPPA Business Agent



Mark W. Lubberda, Director of Administration

 #02

Jeremy Hadness



Sandra L. Wesolowski, Director of Clerk Services

 #81

Kevin Ljermann

1
2
3 **Letter of Understanding**
4 **Between**
5 **City of Franklin and the Franklin Professional Police Officer's Association**
6 **Regarding Flexing of Normal Duty Hours of Patrol Officers**
7 **Incorporated as an Attachment to the 2016-2018 Contract Settlement**
8

9 **In an attempt to meet the needs of the Department regarding working outside of the**
10 **normal duty hours for employees, the Association and Administration agree to the below**
11 **listed language on a one time trial period commencing upon ratification of the agreement**
12 **by both parties and expiring on December 31, 2018. At that time, this side letter will sunset**
13 **and there is no dynamic status quo attached to it.**
14

15 **During October 2018, the Association and Administration shall meet and discuss this side**
16 **letter and decide if the parties agree to continue the language. Should one party not agree,**
17 **the sunset provision listed above will be enforced. If both parties agree, the language shall**
18 **be incorporated into the successor agreement.**
19

20 **Any flexing (which by definition does not include periods ordered into duty) for a Patrol**
21 **Officer of normal duty hours shall be on a mutually agreed-upon basis between the**
22 **employee and the Chief of Police or his/her designee. The flexing of normal duty hours**
23 **includes the following: changing shifts or changing the starting and ending times of a shift.**
24

25 **Employees are limited to 3 employee requested-and-approved instances (which an instance**
26 **may include multiple days if so approved by the Chief or his designee) of changing shifts or**
27 **changing the start times/ending times of shifts on a calendar-year basis.**
28

29 **The Chief, or his designee, shall have sole discretion in approving such flexing of hours and**
30 **such decisions shall not create, and may not be alleged to have created, a past practice.**
31

32 **The officer who is working a Monday through Friday primary duty assignment is excluded**
33 **from application of this Letter of Understanding.**
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1 Letter of Understanding
2 Between

3 City of Franklin and the Franklin Professional Police Officers Association
4 Pertaining to a Monday through Friday work schedule for Police Officers
5 Incorporated as an Attachment to the 2016-2018 Contract Settlement
6
7
8

9 Whereas Patrol Officers in the department currently have Off Groups which amounts to
10 approximately 2002 hours of scheduled work during a calendar year, and
11

12 Whereas employees working Monday through Friday have 2080 hours of scheduled work during a
13 calendar year, and
14

15 Whereas the City and Association agree that a long-term modification to the work week that
16 deviates from the 5-2, 5-3 schedule requires mutual agreement and amendment of the labor
17 agreement and that establishing a Monday through Friday Duty Assignment can be beneficial
18 to the operation of the department.
19

20 Now, therefore, the following constitutes the mutual agreement between the City and the
21 Association relative to the establishment of a Monday through Friday Primary Duty
22 Assignment and addressing associated changes as noted below.
23

- 24 1. The City may, in its sole discretion, establish or discontinue a Monday through Friday
25 Officer primary duty assignment. In the event the City so establishes such a duty
26 assignment, this memorandum provides certain information relative to how the duty
27 assignment will function and addresses the labor agreement items and wages, hours,
28 and working conditions that require amendment or clarification.
29
- 30 2. The assignment will be filled by a Day Shift Patrol Officer through an appointment
31 process. A Patrol Officer wanting this position may request such assignment in writing.
32 The Chief of Police will have sole authority to assign an officer to this assignment.
33
- 34 3. The assignment will have duties as assigned by the Chief of Police. For example,
35 currently contemplated duties for this position include:
36 -Court Officer
37 -D.A.R.E. Officer
38 -Protective Behaviors classes
39 -Adopt-a-School Officer and Coordinator
40
- 41 4. Officer(s) on this assignment are expected to be available for patrol duty when not
42 engaged in other assigned duties.
43
- 44 5. Officers on this assignment will work an 8 hour shift Monday through Friday as
45 determined by the Chief of Police, but normally falling between the hours of 7:00 a.m.
46 and 7:00 p.m. An Officer in such assignment shall have flexible hours subject to the
47 needs of the position and mutual agreement between the employee and his/her supervisor.

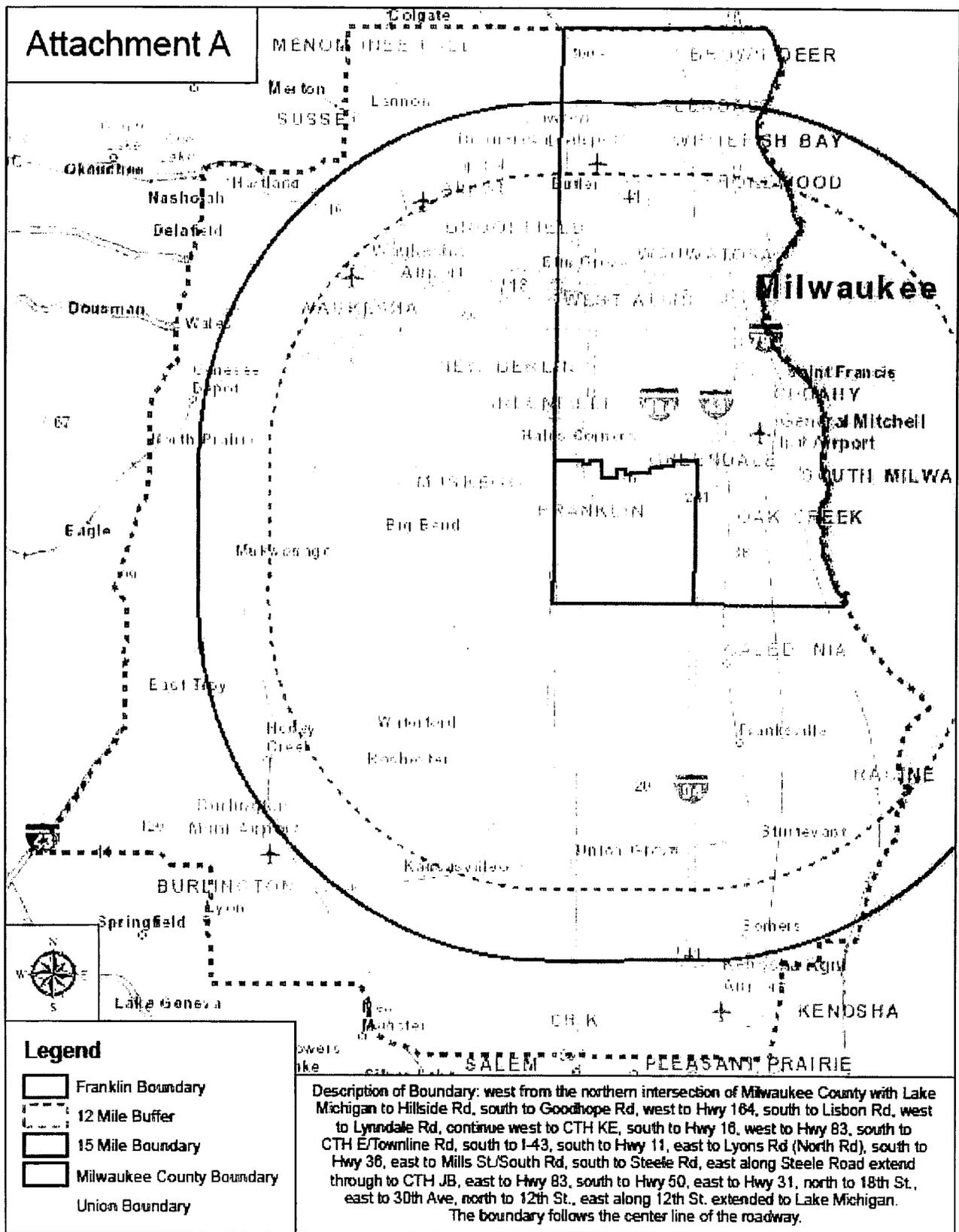
1 When flexible hours are used, the first eight (8) hours worked shall be deemed the
2 employee's scheduled duty hours. To reconcile hours worked between the modified
3 work schedule noted above and the schedule hours of work of a Patrol Officer on a 5-2,
4 5-3 shift, Officer(s) will be given 3.0 hours of straight-time compensation time per pay
5 period, which time may be cashed-in at the discretion of the individual or used with the
6 permission of the appropriate supervisor. As an individual moves into or out of this duty
7 assignment and work week schedule, leave balances shall be adjusted to reflect the 8.0
8 or 8.25 hour duty day schedule, such that the transitions do not result in a net gain or
9 loss in earned leave balances.

10
11 6. Officers on this assignment would still pick his/her vacation and off days consistent with
12 current seniority practices.

13
14 7. Miscellaneous:

- 15 A. The assigned Officer remains a Patrol Officer and will maintain his/her department
16 seniority.
17 B. The Officer is paid as a Patrol Officer with no additional or supplemental pay
18 consistent with all other special duty assignments.
19 C. The Monday through Friday position will be considered a temporary shift
20 assignment.
21 D. A Patrol Officer does not have a property right to a duty assignment.
22 E. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not
23 require adjustment between 8.0 and 8.25 hours.
24

Attachment A



- Legend**
-  Franklin Boundary
 -  12 Mile Buffer
 -  15 Mile Boundary
 -  Milwaukee County Boundary
 -  Union Boundary

Description of Boundary: west from the northern intersection of Milwaukee County with Lake Michigan to Hillside Rd, south to Goodhope Rd, west to Hwy 164, south to Lisbon Rd, west to Lynndale Rd, continue west to CTH KE, south to Hwy 16, west to Hwy 83, south to CTH E/Townline Rd, south to I-43, south to Hwy 11, east to Lyons Rd (North Rd), south to Hwy 36, east to Mills St/South Rd, south to Steele Rd, east along Steele Road extend through to CTH JB, east to Hwy 83, south to Hwy 50, east to Hwy 31, north to 18th St., east to 30th Ave, north to 12th St., east along 12th St. extended to Lake Michigan.
The boundary follows the center line of the roadway.

Mark Luberda

From: Mark Luberda
Sent: Thursday, September 19, 2019 3:28 PM
To: John Dillon
Subject: RE: 2019 Negotiations - Tentative Agreements - 09-18-19

Correct we did.

From: John Dillon <dillon@wppa.com>
Sent: Thursday, September 19, 2019 11:35 AM
To: Mark Luberda <MLuberda@franklinwi.gov>
Cc: Dana Zahn <DZahn@franklinwi.gov>; Jesse Hintz <JHintz@franklinwi.gov>; Jim Schumitsch <jschumitsch@wppa.com>
Subject: RE: 2019 Negotiations - Tentative Agreements - 09-18-19

Mark,

I've reviewed the items on your list and agree these were the points we agreed upon. My only question is in #9, the City did agree to add "grandchild" to our provision in the funeral leave article.

At least that's what I have in my noted from September 5th, around 10:15 AM.

THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION

John Dillon
Business Agent
S46W25772 Lawnsdale Road
Waukesha, WI 53149



Office: 262.875.6457
Cell: 414.303.5654
www.wppa.com

From: Mark Luberda <MLuberda@franklinwi.gov>
Sent: Thursday, September 19, 2019 10:35 AM
To: John Dillon <dillon@wppa.com>
Cc: Dana Zahn <DZahn@franklinwi.gov>
Subject: RE: 2019 Negotiations - Tentative Agreements - 09-18-19

John,

Thanks for taking the time to assemble the Tentative Agreements. Subject to your agreement with the following statements, the Tentative Agreement is acceptable.

1. The reference in the TA to the effective date of the wages increases isn't intended to replace the existing language at lines 7 and 8 of page 6 of the current contract. The actual wording is "Wage increases will be effective on the start of the pay period closest to, but on or after, the date listed above." So, when we create the document we will use March 31, 2019, in place of the April 1, 2019. Similarly, the remaining text of the Article remains as is.
2. Your description for Article 15 - Health Insurance only makes reference to "as shown in attached document" in item 1 and not in item 2. You agree that the specific changes to the article are as shown on the hand-out I previously provided titled "Health Insurance Proposed."
3. Just to clarify, the second paragraph (lines 20-21) of the current Section 13.01 (Severance) will be struck, and we still need to draft and agree to the wording of the Memorandum of Understanding referred to in the TA.
4. The Article 8-Overtime that says "Amend language as follows" will be implemented by creating a new subsection "E" to the existing Section 8.01.
5. The amendment to the Detective On-Call wording when inserted into the final contract document does not impact or remove the portion of the existing sentence that says "and can only be taken as pay."
6. We may want to mutually agree to treat the formatting of Article 17 as a technical correction in the final document. The remaining language may look odd with two short sentences and two parentheticals. So, we might decide to make them separate Sections or A,B,C, etc. Also a period needs to be added to the end of the new sentence you have in bold.
7. On the side letter related to "Flexing of Normal Duty Hours," this is done as per the specific wording/document previously distributed and discussed (because, for example, it isn't removing the last two sentences of the 1st paragraph, but is the second half of the first sentence and the second sentence.)
8. Article 16- Life Insurance, we both understood that we are exploring that for 2020 (the second year of the contract) and can't do anything with it for the remainder of the current year. Also, in the event you are asked, the wording I had indicated was as follows: "If the provider selected by the City provides a supplemental life insurance program, without it adding to the City's costs, the City will take the administrative steps to extend the program to employees at their costs."
9. The funeral leave wording was "In the event the Common Council amends the Funeral/Bereavement Leave policy for general non-represented employees (other than just adding grandchild), the Union may review that language and elect, in writing, to replace the current Funeral Leave language herein, in its entirety, with the language in the general non-represented employee policy in its entirety and as adopted by the Common Council."

A copy of response email from you will serve as our documentation of agreement on these clarifications as to the intent of the TA.

Good Luck tonight.

Mark Luberda
Director of Administration

From: John Dillon <dillon@wppa.com>
Sent: Wednesday, September 18, 2019 4:42 PM
To: Mark Luberda <MLuberda@franklinwi.gov>
Cc: Dana Zahn <DZahn@franklinwi.gov>; Jesse Hintz <JHintz@franklinwi.gov>; David Crissey <crisseydr24@gmail.com>; Gary Wallace JR <garywallacejr@yahoo.com>; Jesse Hintz <presidentfrpd280@gmail.com>; Joe Demotto <jpdbro@yahoo.com>; Jon Czerwinski (jcer45@wi.rr.com) <jcer45@wi.rr.com>; Kevin Mullikin <kmullikin22@gmail.com>; Nicole Maramonte <nlmaramonte@gmail.com>; Shawn Harrison <scharrison47@yahoo.com>; Tim Patterson (tmlaufen@yahoo.com) <tmlaufen@yahoo.com>
Subject: 2019 Negotiations - Tentative Agreements - 09-18-19

Mark,

As we discussed;

1. Added the exact language for the Dues Deduction Language the Association offered and the City accepted.
2. Incorporated the language agreed upon in the Overtime Article removing outdated language.
3. Added the line removed discussing the accumulation for Mullikin and Heder which is outdated.
4. Added the words "the option" when discussing the severance payout, discussing an option to deposit into a Roth IRA.

Once you finalize your review let me know if there are any other changes.

Thank you,

John Dillon
WPPA/LEER

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10-01-19
REPORTS & RECOMMENDATIONS	Committee of the Whole Recommendations	ITEM NUMBER <i>G.10.</i>

Recommendation from the Committee of the Whole Meeting of September 30, 2019:
Review of Mayor's Recommended 2020 Budget (Including all Funds, Departments,
Revenues, Expenditures and Activities).

COUNCIL ACTION REQUESTED

As directed

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 1, 2019
REPORTS AND RECOMMENDATIONS	<p>Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development; Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.; Acknowledgement of Development Agreement by Strauss Investments, LLC; Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER <i>G.11.</i>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>slw</i> <i>AK</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/01/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H. 1.</i>

Attached are vouchers dated September 13, 2019 through October 1, 2019 Nos. 175415 through Nos. 175583 in the amount of \$ 1,795,267.32. Included in this listing are EFT's Nos. 4108 through Nos. 4116 Library vouchers totaling \$ 12,007.84, Property Tax Refunds totaling \$ 490.64 and Water Utility vouchers totaling \$ 32,418.72. Voided checks in the amount of \$ (1,040.64) are separately listed.

Vouchers approved at the Council meeting dated September 17, 2019 that are included in this distribution.

Badger Coaches	Senior Bus Trip	\$ 1,940.00
Lakeside Engineering	68 th -Loomis-Puetz Design	\$ 8,891.85
R&R Insurance	Workers Comp Insurance	\$ 35,469.00
R&R Insurance	LWMMI Insurance	\$ 22,217.00
Ruekert & Mielke	RCI Odor Reduction Study	<u>\$ 9,596.35</u>
TOTAL		\$78,114.20

Early release disbursements dated September 13, 2019 through September 30, 2019 in the amount of \$ 818,025.09 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated September 27, 2019 is \$ 401,165.68 previously estimated at \$ 400,000.00. Payroll deductions dated September 27, 2019 are \$ 500,619.67 previously estimated at \$ 473,000.00.

The estimated payroll for October 11, 2019 is \$ 390,000.00 with estimated deductions and matching payments of \$ 213,000.00.

Attached is a list of property tax payments and refunds Check Nos. 17903 through Check Nos. 17904 dated September 13, 2019 through September 26, 2019 in the amount of \$ 1,128.33. These payments have been released as authorized under Resolution 2013-6920.

Approval to release payment #18 to Knight Barry in the amount of \$ 2,095,252.72 and \$493,200.00 to Selzer-Ornst Construction Company for City Hall work.

Approval to release payment to Primadata for utility billing postage in the amount of \$ 4,500.00.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of October 1, 2019 in the amount of \$ 1,795,267.32 and
- Payroll dated September 27, 2019 in the amount of \$ 401,165.68 and payments of the various payroll deductions in the amount of \$ 500,619.67 plus City matching payments and
- Estimated payroll dated October 11, 2019 in the amount of \$ 390,000.00 and payments of the various payroll deductions in the amount of \$ 213,000.00, plus City matching payments and
- Property Tax payments with an ending date of September 26, 2019 in the amount of \$ 1,128.33 and
- The release of payment to Knight Barry in the amount of \$ 2,095,252.72 and \$493,200.00 to Selzer-Ornst Construction Company, LLC.
- The release of payment to Primadata in the amount of \$ 4,500.00.

ROLL CALL VOTE NEEDED

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/01/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.1.
<p data-bbox="196 411 943 449">See attached listing from meeting of October 1, 2019.</p> <p data-bbox="526 1535 1101 1575">COUNCIL ACTION REQUESTED</p>		

