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AGREEMENT

THIS AGREEMENT is entered into to be effective the 1st day of January, 2004, by and between the City of Fond du Lac, Wisconsin, party of the first part, hereinafter referred to as the **CITY** and the Fond du Lac City Police Supervisory Association, party of the second part, hereinafter referred to as the **ASSOCIATION**. This Agreement shall remain in effect through December 31, 2006.

ARTICLE I

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the **CITY** and the **ASSOCIATION** and to set forth herein rates of pay and other terms and conditions of employment to be observed by the parties hereto.

ARTICLE II

RECOGNITION

The **CITY** hereby recognizes the **ASSOCIATION** as the exclusive bargaining agent for the Majors, Captains and Lieutenants of the Fond du Lac Police Department, excluding all other employees, in accordance with Wisconsin Statutes 111.70, 66.90 and 62.13.

ARTICLE III

DURATION

This Agreement shall take effect January 1, 2004 and shall remain in full force until and including December 31, 2006. This Agreement shall be automatically renewed from year to year unless the party desiring to open discussions submits to the other party in writing its proposals on or before the 1st day of July, 2006, or any succeeding effective year of this Agreement. An initial meeting of the parties shall be held within thirty (30) days of the filing of any request, but not later than August 1 of any effective year, or at a date mutually agreed to by the parties.

ARTICLE IV

Hours

This Article shall apply to officers holding the rank of Lieutenant, Captain and Major. The normal work shift shall be 80 hours per pay period.

All personnel shall work a schedule consisting of eighty (80) hours per pay period as determined by the Chief. All personnel working a fixed shift shall be assigned a schedule as designated by the Chief or his representative. Personnel are defined as follows:

**Major
Captain
Lieutenant**

Shift selection for supervisory members of the patrol division shall be made on a seniority basis for that rank.

ARTICLE V

SPECIALIZED DUTY

If members of the ASSOCIATION are called to work for another government agency by the CITY, such members shall be paid for non-city work in accordance with the benefits listed in this contract. The members' rate of pay for such non-city work shall be at the rate of time and one-half of the normal (base plus longevity) rate. Such pay shall be provided within one month of the end of said duty whether or not the CITY has received reimbursement from the government agency requesting original assistance.

ARTICLE VI

SALARIES

The 2004-2006 salary schedule for positions covered by this Agreement shall be as those listed in the Appendix.

ARTICLE VII

NEWLY APPOINTED PERSONNEL

Personnel newly appointed to the positions of Lieutenant, Captain and Major during the term of this Agreement shall receive salaries as specified in the Appendix. Personnel newly appointed to other positions represented by the Police Supervisory Association during the term of this Agreement shall receive salaries and benefits as established by the CITY and agreed to by the ASSOCIATION at the time of appointment.

Seniority accrued at a higher rank, as well as any lower ranks shall be retained if that supervisory member moves down one or more ranks in the command structure. This section does not affect seniority for the accrual of sick leave, vacation or other benefits that begin on the day of appointment as a police officer.

ARTICLE VIII

DIFFERENTIAL PAY

SECTION A - Workers' Compensation Differential Pay. An employee who is absent due to injury or illness caused in the performance of his duties shall receive 100% of his regular total earnings from the CITY for absences of three (3) days or less. For absences of three (3) days or more, the employee shall receive an amount from the CITY for the first three (3) days of absence sufficient to provide him with 100% of his regular total earnings when combined with worker's compensation. Thereafter the employee shall receive from the CITY an amount that will provide him with 90% of his regular total earnings when combined with worker's compensation.

ARTICLE IX

CLOTHING MAINTENANCE

The CITY will provide uniform apparel to all uniformed personnel at CITY expense. The items to be furnished by the CITY shall be hats, ties, shirts, coats, trousers, Sam Browne belts, holster, cartridge carrier, handcuff carrier, badges, patches, and insignias. The CITY will pay for the cost of attaching patches to the uniforms.

All articles of clothing and equipment provided under the article shall remain the property of the CITY and shall be returned to the CITY upon an officer's termination of employment.

In the event an officer's personal items are damaged or destroyed as a result of an unusual or extreme occurrence in the course of his duty and the court does not order restitution, the CITY shall pay the cost of repairing such damage or replacement.

ARTICLE X

WISCONSIN RETIREMENT SYSTEM

The CITY shall pay in full the officer's contribution toward retirement as may be calculated by the provisions of the retirement program applicable to each individual officer.

ARTICLE XI

GROUP HEALTH INSURANCE

SECTION 1 - The City of Fond du Lac shall provide to all employees retiring from service, who qualify for a Wisconsin Retirement System annuity, twelve (12) months of paid health insurance under the City's then existing health insurance program. The City shall provide twelve (12) months coverage to all full-time regular employees who meet the following conditions:

1. The employee must retire from active service and qualify for a Wisconsin Retirement System annuity.

- 2. The employee must be a regular, full-time employee at the time of retirement to qualify for the retiree health insurance program.**
- 3. Retiring employees must have a minimum of ten (10) years of service to the City of Fond du Lac to qualify for the retiree health insurance program.**
- 4. Employees retiring with Good Attendance Bonus credits will utilize the City paid health Insurance program before utilizing Good Attendance Bonus credits.**
- 5. Retiring employees shall have their option of selecting the appropriate coverage at the time of retirement. Options may include single coverage, family coverage, or any other option available at the time of retirement.**

SECTION 2 - The City shall provide a group comprehensive major medical plan that shall become effective May 1, 1992. For the year 2004, the City will pay up to the full cost of the single or family plan. Effective January 1, 2005, the employees shall contribute \$20.00 per month for single plan coverage or \$50.00 per month for the family plan coverage. Such coverage will meet or exceed the benefits that have been provided in the past unless specified below:

A. Effective January 1, 2004, a \$200 per person per year deductible, maximum \$500 family per year to be applied to all benefits other than the following: outpatient psychiatric care, outpatient drug and alcohol abuse care, pre-admission testing, second surgical opinion. These services will not be subject to the deductible. A drug card with co-pay of \$5.00 for generic and \$15.00 for name brand prescriptions. Tier 2 of FABOH with co-pays of 90/10 in plan and 70/30 out of plan. Effective January 1, 2006, a \$200 per person per year deductible in plan, \$300 per person per year deductible out of plan, maximum \$500 family per year in plan, maximum \$750 family per year out of plan, to be applied to all benefits other than the following: outpatient psychiatric care, outpatient drug and alcohol abuse care, pre-admission testing, second surgical opinion. These services will not be subject to the deductible. In all cases, the maximum total deductible will be \$300/single and \$750/family. Tier 3 of FABOH with co-pays of 90/10 in plan and 60/40 out of plan.

ARTICLE XII

GROUP LIFE INSURANCE

The CITY will provide life insurance benefits equal to or better than the State Group Life Plan with the CITY paying the premiums for all eligible employees.

ARTICLE XIII

**REIMBURSEMENT FOR COSTS OF TRAINING AND EDUCATION AND ADDITIONAL
COMPENSATION**

A. An officer desiring to further his education and training shall be reimbursed by the CITY for the costs of tuition and books for such education and training provided that the officer has first attempted on his own to secure funding through federal and other source, and has produced satisfactory evidence that he has been unsuccessful in so doing. The CITY will not provide reimbursement that would result in duplication of benefits. All courses of instruction must receive the prior approval of the City Manager and the Chief of Police.

B. Courses offered as part of the Police Science program at Moraine Park Technical Institute may be substituted for courses offered by the University of Wisconsin-Oshkosh and shall be eligible for compensation on the same basis. In addition, courses in Police Science offered by other institutions may be included in the foregoing program by agreement between the CITY and the officer. Reimbursement for tuition and required textbooks will be paid, up to the rate charged by the UW System, upon course completion and the presentation of documents outlining these costs not to exceed \$2,000.00 annually effective January 1, 2002, except with approval by the Chief.

C. Repayment of Reimbursement. Any officer receiving reimbursement and who leaves employment within the City within three years of said reimbursement shall be required to repay the City the amount of the reimbursement received based on the following rates:

- A. 0 to 12 months – 100% of reimbursement;**
- B. 12 to 24 months – 66% of reimbursement;**
- C. 24 to 36 months – 33% of reimbursement;**
- D. Over 36 months – no reimbursement.**

ARTICLE XIV

AUTHORIZED ABSENCE

A. SICK LEAVE. All regular full-time and probationary officers represented by the ASSOCIATION shall accumulate sick leave with pay at the rate of one (1) working day for each month of service as determined by their work schedule. Unused sick leave credits shall accumulate to a maximum of fifteen hundred (1,500) working hours at the above rate. Sick leave shall be used in minimum periods of one (1) hour.

Any officer may use sick leave with pay for absence necessitated by injury or illness or exposure to contagious disease. In the event of an officer's spouse, children or other member of his family living in his residence should be exposed to contagious disease or should his presence be required at home in the event of illness of members of the above household, such officer may use his accumulated sick leave credits. In order to qualify for sick leave payment, an officer must:

- 1. Report his absence to his immediate supervisor prior to the start of his workday.**
- 2. Keep his supervisor informed of the conditions if the absence is of more than three (3) days.**
- 3. Submit a doctor's certificate for such absence if in excess of three (3) days. The certificate must state the kind and nature of the sickness or injury and whether the officer has been incapacitated for said period of absence.**
- 4. Apply for such leave according to the procedure established by the CITY.**

Sick leave should be regarded by all officers as valuable free health and welfare insurance which, in the best interests of the officers, should not be used unless really needed. Sick leave is not "a right" like vacation; it is a privilege to be used carefully.

In order to qualify for sick leave benefits, all illnesses that may generally be defined as psychological disorders or 'nervous conditions' must be diagnosed as such by a practicing clinical psychologist or psychiatrist within the first three (3) days of illness.

All sick leave shall be subject to administration by the Chief of Police and the Personnel Office. Serious cases of excessive abuse, as determined by the Chief of Police and the City Manager, will be grounds for disciplinary action or dismissal of the officer concerned.

Employees who retire in accordance with the provisions of the Wisconsin Retirement System or who are forced to retire due to a duty disability shall be entitled to a cash payment of \$30.00 for each day of unused sick leave in their sick leave bank at the time of their retirement. Employees may not receive payment for more than sixty (60) days of accumulated sick leave or a total cash payment of no more than eighteen hundred dollars (\$1,800.00) under this provision.

Medical examinations by a physician of the CITY'S choosing may be required after prolonged, serious or repetitious illness, major surgery or injury. Return to duty after prolonged sick leave and medical examination depend on the decision of the Chief of Police and the City Manager, based on the advice of the supervisor, medical information supplied by the officer's physician and the physician of the CITY'S choosing.

B. FUNERAL LEAVE. Each officer shall be allowed three days off with pay in the event of the death of the officer's mother, father, son, daughter, wife, husband, brother, sister, step parents, step children, father-in-law, mother-in-law and officer's legal guardian. Each officer shall be allowed one day off with pay in the event of the death of the officer's grandmother or grandfather, or aunt and uncle. Such funeral leave is provided each officer for attendance at the funeral or assisting the family of the deceased at the time of need and must therefore be taken at the time directly related to the tragedy for which the leave is provided.

C. HOLIDAY LEAVE. Supervisory Personnel assigned to 10 hour schedules shall receive, in addition to their salary, their regular scheduled hours for each of the following holidays credited on January 1 of each year to be used with the approval of their immediate supervisor. New Year's Day; Good Friday; Memorial Day;

Independence Day; Labor Day; Thanksgiving Day; December 24; Christmas Day; December 31; and such other days as the City Council by resolution may fix. Officers working a rotating shift (e.g., 5 days on duty, 2 days off, 5 days on duty and 3 days off) required to work on any of the above holidays shall be paid at the rate of one and one-half (1½) times their regular hourly salary for all hours worked on the holiday in addition to the holiday pay. Used but not earned holidays will be reimbursed to the City.

Personnel assigned to a 5-2 schedule shall receive their regular pay for all holidays listed below:

New Years Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

D. FLOATING HOLIDAY. There shall be 24 hours of leave provided for all Lieutenants and Captains and Majors. These holiday hours shall be chosen by the officer provided that s/he shall request utilization of such hours from his supervisor prior to the day s/he desires to take it. Such authorization by the supervisor shall be subject to the staffing needs of the department.

E. VACATION TIME. Each officer shall be granted vacation according to the following schedule: Each full time officer shall be granted ten (10) working days leave after one year's service, fifteen (15) working days leave after eight (8) years of service, twenty (20) working days leave after fifteen (15) years of service, and twenty-five (25) working days after twenty (20) years of service. One additional working day for every year of service after 25 years of service - (i.e. - 27 working days for 27 years of service). One (1) week of vacation may be carried over to the following year or paid out subject to the Chief's approval.

Vacation accrual for years after the completion of one full year of service shall be backdated to January 1 of the year of employment. Officers with less than one year of service as of December 31 of the preceding year shall earn a pro rata portion of the vacation benefit based on the number of months of service completed as of December 31 of the previous year.

ARTICLE XV

GOOD ATTENDANCE BONUS PROGRAM

Effective January 1, 1988, officers who accumulate 800 (1,000 for 10 hour day schedules) or more hours of unused sick leave shall be eligible to participate in the Good Attendance Bonus Program.

Under the program, one and one-quarter (1.25) insurance credits shall be granted for each eight-hour accumulation over 800 hours, except that use of sick leave within a month shall prohibit the granting of additional credits until the additional accumulation of sick leave has replaced the number of hours used. Previously earned credits shall not be decreased through sick leave utilization.

Upon retirement, the cash equivalent of all accumulated retirement credits shall be placed in an escrow

account from which the retiree's group health insurance premiums will be paid in monthly installments until the account is exhausted.

The exchange rate credit shall be \$74.55 in 2004, \$77.16 in 2005, and \$79.86 in 2006.

ARTICLE XVI

RIGHTS OF EMPLOYER

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

- a. To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City Council.
- b. To manage and otherwise supervise all employees in the bargaining unit.
- c. To hire, promote, transfer, assign and retain officers and to suspend, demote, dismiss or take other disciplinary action against officers as circumstances warrant.
- d. To relieve officers of duties because of lack of work or for other legitimate reasons.
- e. To maintain the efficiency and economy of the CITY operations entrusted to the administration.
- f. To determine the methods, means and personnel by which such operations are to be conducted.
- g. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- h. To exercise discretion in the operation of the CITY, the budget, organization, assignment of personnel and the technology of work performance.
- i. To administer a Drug and Alcohol Testing Program.

ARTICLE XVII

ASSOCIATION BUSINESS LEAVE

Up to a total of three (3) man-days of paid ASSOCIATION business leave shall be granted to officers of the ASSOCIATION to attend State Police Supervisory Association conventions. This provision is subject to staffing requirements of the department. The three (3) man-days apply to the ASSOCIATION collectively so that the CITY is liable for up to three (3) man-days per year.

ARTICLE XVIII

ACTING SUPERVISORY POSITIONS

In the event, an officer is appointed to the position of an acting supervisory role; the filling of that position shall be made from the existing eligibility list for the position to be filled.

If there is not a current eligibility list for the vacant position, the selection for the acting position shall be made from a list of members who would otherwise meet the minimum qualifications for the position. This selection shall be based on seniority.

An Acting position may be filled on the shift where the vacancy exists for a period not to exceed forty-five days. If an acting supervisory position is to be filled for a period longer than forty-five days, shift selection for members of the same rank will be made on a seniority basis. The acting position will be subordinate to those who currently hold that rank. The length of the vacancy shall be determined by the length of time the vacancy exists, not by the length of time a person fills the position.

The acting position will not accrue seniority for the rank the acting position is filling.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this ____ day of _____, 2004

by:

CITY OF FOND DU LAC

POLICE SUPERVISORY ASSOCIATION

Human Resource Director

President

City Manager

Secretary

ATTEST:

City Clerk

APPENDIX A
SALARY SCHEDULE FOR POLICE SUPERVISORY
PERSONNEL ON ROTATING SCHEDULES
***Step Increases Effective on Anniversary Dates**
of Employment as a Supervisor

January 1, 2001				
	Start	5 Years	10 Years	15 Years
Sergeant <small>PS4</small>	47,660	47,993	48,330	48,668
Lieutenant <small>PS5</small>	51,480	51,819	52,158	52,494

March 1, 2001				
	Start	5 Years	10 Years	15 Years
Sergeant <small>PS4</small>	49,566	49,913	50,263	50,615
Lieutenant <small>PS5</small>	53,539	53,892	54,244	54,594

January 1, 2002				
	Start	5 Years	10 Years	15 Years
Sergeant <small>PS4</small>	51,053	51,410	51,771	52,133
Lieutenant <small>PS5</small>	55,145	55,509	55,871	56,232

January 1, 2003				
	Start	5 Years	10 Years	15 Years
Sergeant <small>PS4</small>	52,585	52,952	53,324	53,697
Lieutenant <small>PS5</small>	56,799	57,174	57,547	57,919

APPENDIX B
SALARY SCHEDULE FOR POLICE SUPERVISORY
PERSONNEL ON FIXED SCHEDULES
***Step Increases Effective on Anniversary Dates**
of Employment as a Supervisor

January 1, 2001				
	Start	5 Years	10 Years	15 Years
Sergeant <small>PS1</small>	49,437	49,787	50,136	50,488
Lieutenant <small>PS2</small>	53,408	53,759	54,109	54,460
Captain <small>PS3</small>	57,593	57,945	58,295	58,645

March 1, 2001				
	Start	5 Years	10 Years	15 Years
Sergeant <small>PS1</small>	51,414	51,778	52,141	52,508
Lieutenant <small>PS2</small>	55,544	55,909	56,273	56,638
Captain <small>PS3</small>	59,897	60,263	60,627	60,991

January 1, 2002				
	Start	5 Years	10 Years	15 Years
Sergeant <small>PS1</small>	52,956	53,331	53,705	54,083
Lieutenant <small>PS2</small>	57,210	57,586	57,961	58,337
Captain <small>PS3</small>	61,694	62,071	62,446	62,821

January 1, 2003				
	Start	5 Years	10 Years	15 Years
Sergeant <small>PS1</small>	54,545	54,931	55,316	55,705
Lieutenant <small>PS2</small>	58,926	59,314	59,700	60,087
Captain <small>PS3</small>	63,545	63,933	64,319	64,705