

AGREEMENT

BETWEEN

CITY OF MONONA
POLICE DEPARTMENT

AND

WISCONSIN PROFESSIONAL POLICE ASSOCIATION /
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

January 1, 2023 - December 31, 2023

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PREAMBLE

THIS AGREEMENT is made and entered as of the 1st day of January, 2023, by and between the CITY OF MONONA, WISCONSIN, a municipal corporation (hereinafter the “Employer”) and Wisconsin Professional Police Association / Law Enforcement Employee Relations Division, Madison, Wisconsin (hereinafter the “Association”) representing certain law enforcement employees of the Employer's Police Department.

ARTICLE 1 - INTENT

It is the intent and purpose of this Agreement to promote a greater degree of harmony and understanding between the Employer and the Association and to set forth the agreement between the parties with respect to wages, hours and conditions of employment for certain law enforcement employees of the Employer covered by this Agreement.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for its full-time and regular part-time law enforcement officers in its employ (“employee/employees”), including probationary officers, but excluding the Police Chief, Lieutenants, supervisory, managerial, casual and clerical employees, for the purpose of collective bargaining in relation to wages, hours and conditions of employment, pursuant to the Certification of Representative issued August 7, 2008, by the Wisconsin Employment Relations Commission (Case 60 No. 68066 ME-4172, Decision No. 32473-A).

ARTICLE 3 - DUES DEDUCTION

The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such

deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPP A or to the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistent with either the WPPA or local Association Constitution and By-Laws. The Employer agrees to notify the WPPA office in Madison in writing of the name of any new hire into the bargaining unit. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the Employer, including all costs of defense and attorneys' fees. which may arise out of Employer's compliance with this Article.

ARTICLE 4 - MUNICIPAL AUTHORITY

The Employer has the sole right to plan, direct and control the law enforcement operation, to schedule and assign police work to employees, to promulgate reasonable rules and regulations, to determine the means, methods and schedules for continuance of its functions, to establish standards and to maintain the efficiency of its law enforcement employees.

The Employer also has the sole right to require employees to observe its rules and regulations, to hire, promote, layoff or relieve employees from duties, to maintain order and to suspend, demote, discipline and discharge permanent employees for just cause; however, the Employer shall not take any action which would in any way violate the provisions of State law, Federal law or the provisions of this Agreement.

For purposes of hiring the best-qualified patrol officers in a challenging labor market, the Employer has the right to offer a well-qualified candidate who has prior law enforcement experience the following, at the complete discretion of the Chief:

- a. an initial wage up to and including the 25-36 month step in the wage schedule per Article 18 of this agreement
- b. an initial vacation allotment up to 13 days per Article 23 of this agreement

Such an offer shall not affect the new hire's seniority for any other purposes; his or her seniority shall be based on his or her actual hire date with the City of Monona. Officers who are hired at the 25-36 month wage step shall remain at that step until such time as they have completed 36 months of service and will then progress as normal through the wage schedule. Those given an initial vacation allotment of up to 13 days shall remain at that step until they have completed 6 years of service and will then progress as normal through the vacation schedule.

The enumeration of the authority of the Employer is by way of illustration only and not limitation.

This Article shall not be used to discriminate against any employee covered by this Agreement.

ARTICLE 5 - RESPONSIBILITY

The Association agrees that for the duration of this Agreement, or any extension thereof, Association officers, representatives, or unit members will not authorize, assist, support or participate in any strike, work stoppage, slowdown, interruption of work or interference with operations of the Employer. Any employee in violation of this Article shall be subject to immediate discipline, including discharge.

ARTICLE 6 - NO DISCRIMINATION

Neither the Employer nor the Association shall discriminate in any manner against any employee because of race, creed, age, color, national origin or sex; except where unit law enforcement personnel are subject to specific statutory requirements, which shall control.

ARTICLE 7 - OTHER AGREEMENTS

Neither the Employer nor the Association shall enter into any agreement or contract with unit employees, individually or collectively, which in any way conflicts with this Agreement. Any such agreement shall be null and void.

ARTICLE 8 - STEWARDS

The Employer recognizes the right of the employees to designate one (1) job steward and one (1) alternate from the Employer's seniority list. The Employer shall be notified who the steward is as soon as one is selected. The authority of the job steward and alternate so designated by the employees shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of this Agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by, the Association or its officers.

The steward shall be permitted reasonable time to investigate and present grievances providing it does not interfere with Employer operations and the steward's normal duties.

ARTICLE 9 - UNION REPRESENTATIVES AND BULLETIN BOARD

Section 1: The Business Representative of the Association shall have reasonable access at all times during working hours to the office where employees are dispatched, provided, however, that the Business Representative shall not at any time interfere with employees or interrupt their work. The Business Representative shall contact the Chief of Police in advance of any visit, whenever possible.

Section 2: The Association shall have the right to post notices regarding meetings pertaining to Association affairs in the office where employees are dispatched on a bulletin board provided by the Employer. Any notices or bulletins posted shall comply with applicable laws, rules and regulations of governmental agencies and the provisions of this Agreement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION

The parties agree that grievances are to be resolved as soon as possible and in order to do so, establish this procedure:

Section 1: Definition: A grievance is defined as any dispute involving the meaning, application or interpretation of the terms and provisions of this Agreement, except:

- a. Disciplinary actions against subordinates which shall be processed under §62.13(5), Wisconsin Statutes.

- b. Termination of a probationary employee during the probationary period.
- c. Return to rank and grade of a promoted probationary employee during the probationary period.

Section 2: Procedure:

Step 1: A grievance shall be processed within five (5) working days of its occurrence or knowledge thereof or it shall be barred.

An employee who has a grievance shall take it up orally with their Command Officer designated by the Employer, who shall render his/her decision orally within five (5) working days after receiving the grievance. The employee may have the steward present at any meeting with the Command Officer.

Step 2: If the Command Officer and the employee cannot reach a mutually satisfactory decision, the grievance shall be reduced to writing on a form provided by the Association and the matter shall be referred by the Association to the Chief of Police or his/her representative for settlement. If the parties are unable to resolve the grievance within five (5) working days after a meeting for that purpose, it may be referred by either to Step 3.

Step 3: If the parties are unable to resolve the grievance in Step 2, it may be referred to the person or entity designated by the Employer for Step 3 meetings, who shall meet with the Business Agent of the Association, or his/her designee, to resolve the grievance. If the parties are unable to resolve the grievance within ten (10) working days after a meeting for that purpose, it may be referred by either to Step 4.

Step 4:

- a. If the parties are unable to resolve the grievance at Step 3, either party may submit the grievance within ten (10) working days to the Wisconsin Employment Relations Commission, who shall provide a list of five (5) arbitrators from which the parties shall alternately strike names until one (1) remains. The party requesting arbitration shall strike first.
- b. The arbitrator shall have the authority to determine issues concerning the interpretation and application of all Articles or Sections of this Agreement. While the arbitrator shall have no authority to change any part of this Agreement, the arbitrator may make recommendations for such changes which in his/her opinion

- would add clarity or brevity or which might avoid future controversy. Determinations of the arbitrator shall be binding upon the parties but recommendations shall not be.
- c. Each party shall bear the cost of preparing and presenting its own case before the arbitrator and further, shall share any costs or expenses of the proceeding. Transcripts ordered by the parties shall be at their own expense.

Section 3: Miscellaneous: Time limits set forth shall be exclusive of Saturdays, Sundays and holidays. The time limits set forth in the foregoing steps may be extended by mutual agreement in writing. Failure to abide by such time limits or any extension thereof shall cause the grievance to be barred. Grievances not decided by the Employer within the prescribed time limits or any extension thereof shall proceed automatically to the next step, except this shall not include Step 4.

The provisions of this Article are available to the employees, the Union and the Employer.

ARTICLE 11 - PROBATION

Section 1: Upon the satisfactory completion of an eighteen (18) month probationary period, the employee shall be granted seniority rights from the date of last hire. Any probationary employee who is serving a first appointment to the service may be terminated at the discretion of the Chief of Police at any time during the probationary period. Promoted employees serving a probationary period may be returned to former rank and grade at the discretion of the Chief of Police at any time during the probationary period. If an employee is promoted out of the bargaining unit and remains out of the bargaining unit for eighteen (18) consecutive months, and returns to the bargaining unit, that employee shall not accrue seniority for the purpose of this Section while out of the bargaining unit.

Section 2: An employee who successfully completes the employee's probationary period shall have six (6) months from the date of such completion to become a resident of the City of Monona or live within fifty (50) miles of the Monona city limits. This is a condition of employment on a permanent basis with the City for all new unit employees and no extensions shall be granted.

ARTICLE 12 - SENIORITY

Section 1: The principle of length of continuous service with the Employer shall be

controlling in employment matters except as noted in Article 11, Section 1. Records indicating the seniority of the employees shall be maintained by the Employer.

Section 2: Seniority shall be considered terminated in the event of: discharge, voluntary quit, or failure within seven (7) days after sending notice to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the Employer's record, or layoff of more than one (1) year.

Section 3: Seniority shall apply to vacation, compensatory time off, shift selection when a vacancy occurs in any shift or once a year. Changes in shift pick selection shall be submitted to the Chief or his designee prior to October 1st. If bumping is warranted by displacement, the first bump shall take place by October 10th, the second by October 20th and the third by October 30th. Failure of displaced employee(s) to use the bumping process would result in being placed in the available open position(s). Posting of new assignments, if any, shall take place by November 15th. The least senior non-probationary employee may be assigned a different shift to avoid two (2) probationary-employees from being on the same shift.

ARTICLE 13 - POSTING

All permanent vacancies on any shift or any new permanent job openings shall be posted within five (5) working days. Such vacancy or job opening shall be posted for at least five (5) working days and employees will be permitted to bid during this period. Until posted and awarded, the Chief may temporarily fill the vacancy or job opening at his/her discretion.

The vacancy or job opening shall be awarded as soon as possible consistent with applicable law. The Chief may select from the signatories an employee to fill the new or vacated job in accordance with Article 12, Seniority. If no employee bids or no qualified employee is available for the vacancy or job opening, the Chief may go outside the unit to fill such vacancy or opening.

ARTICLE 14 - LEAVE OF ABSENCE

An employee desiring a leave of absence without pay from his or her employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods in the Employer's discretion and for good cause shown consistent with sound law enforcement procedures. During the period of absence, the

employee shall not engage in gainful employment or seek other employment. Failure to comply with this provision shall result in immediate discharge. The Employer shall notify the Association in writing of any leave of absence as soon as possible after it is granted.

The employee must make suitable arrangements in advance for continuation of any benefit programs and dues deductions.

ARTICLE 15 - MILITARY LEAVE

Section 1: Any employee entering the military service of the United States shall be entitled to all benefits provided by any applicable State or Federal laws.

Section 2: The Employer shall pay a unit employee the difference between his/her normal compensation for scheduled hours for work missed while on temporary duty with any branch of the United States Military Reserve or Wisconsin National Guard and his/her military compensation, if less, for a period not to exceed fifteen (15) days in any twelve (12) month period. Vouchers reflecting the military pay may be requested by the Employer prior to making any differential payments and any unit employee shall notify the Employer in writing at least two (2) weeks in advance of any such duty whenever possible. Temporary duty up to fifteen (15) days shall not count as vacation.

ARTICLE 16 - COOPERATION

Section 1: The Association agrees to uphold the reasonable rules and reasonable regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence and conduct on the job, and other reasonable rules and regulations established by the Employer as posted.

Section 2: The Association agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in practices which improve the law enforcement and protection program of the Employer and in caring for clothing, accessories and equipment issued by the Employer.

ARTICLE 17 - VOLUNTARY TERMINATION OR RETIREMENT

Any employee who resigns on a voluntary basis shall give the Employer written notice at least fourteen (14) days in advance of such resignation. If an employee provides less than thirty

(30) days written notice of such resignation, the employee is entitled only to payout of accrued vacation, comp time, and holidays, rather than utilization of time off, unless such time off was scheduled prior to notice of resignation. Employees who retire from City service must provide thirty (30) days advance notice of such retirement in order to qualify to convert their accumulated sick leave under the City’s Sick Leave Conversion Program, per Article 20 B. Employees who provide written notice of their intent to retire at least six (6) months in advance of their retirement date will receive a 1% increase to their base hourly wage for the last six (6) months of their employment, ending on the date of retirement. Once submitted, an employee’s six-month notice of retirement can only be rescinded when agreed to by the Chief of Police because financial or other commitments for the replacement of the retiring employee have yet to be made.

ARTICLE 18 - COMPENSATION AND WORKWEEK

Section 1: Workweek: The scheduled workday shall be eight (8) hours. There shall be twelve (12) hours scheduled between shifts; except when it becomes necessary because of the three (3) day vacation block and for in-service or specialized training, an officer may be scheduled with eight (8) hours between shifts. The scheduled workweek shall be 6 days on, 3 days off, 6 days on, 3 days off, and so on, on a rotating basis for uniformed personnel. The detectives and juvenile personnel shall work 5 days on, 2 days off, 5 days on, 2 days off, 4 days on, 3 days off, and so on, on a rotating basis. The work schedule shall be posted one (1) month in advance.

Section 2: Wage Schedule

a. PATROL DIVISION:

| | | 13-24 | 25-36 | 37-48 | 48+ |
|--------------------|-------------|---------------|---------------|---------------|---------------|
| | <u>Hire</u> | <u>Months</u> | <u>Months</u> | <u>Months</u> | <u>Months</u> |
| Jan. 1, 2023 (+2%) | \$5,492.57 | \$5,709.51 | \$6,104.51 | \$6,221.25 | \$6,333.44 |

b. DETECTIVES:

| | | 13-24 | 25-36 | 37-48 |
|--------------------|-------------|---------------|---------------|---------------|
| | <u>Hire</u> | <u>Months</u> | <u>Months</u> | <u>Months</u> |
| Jan. 1, 2023 (+2%) | \$6,222.71 | \$6,444.16 | \$6,560.85 | \$6,664.10 |

- c. Detective (Promotion): Two (2) step increase on promotion.
- d. School Liaison Officer: Patrol officers assigned and functioning as school liaison officer will be paid at fifty percent (50%) of the difference between Detective pay and Patrol Officer pay, for the months so assigned and functioning, at the pay step corresponding to the pay step the Officer is on as a Patrol Officer.
- e. The above ranges shall be applied to present personnel according to time in service and at rank.
- f. All anniversary dates under this Agreement shall be on the first of the month following date of employment.
- g. Promoted employees shall serve a six (6) month probationary period and the right of the employee to return to the employee's former rank and pay grade is recognized. A return to rank and grade shall not be considered a demotion.

Section 3: Overtime: All employees who work in excess of their normal regular scheduled workdays or workweek shall receive time and one-half (1½) their hourly rate for all hours worked in excess of the normal day or week or compensatory time at time and one-half (1½) as mutually agreed upon. Compensatory time must be taken or paid in the calendar year earned. Compensatory time shall be taken on a seniority basis if chosen six (6) days before it occurs. All overtime shall be on a rotating basis, by seniority, for off-duty employees, and said list to be maintained by the employees.

- a. All overtime in excess of 12 hours in a 24-hour period shall be paid at two (2) times the hourly rate of pay, excluding court overtime, grant-funded overtime, or other voluntary overtime. This shall not apply to any employees whose regular scheduled shift is more than eight (8) hours.

Section 4: Other Payments:

- a. Call Back Time: All employees shall respond to a call to work outside of their regular schedule of hours by the Chief of Police or his/her designated representative. A minimum of two (2) hours at time and one-half (1½) shall be granted to any employee who is requested to report outside his/her regular schedule of hours or who reports to work as scheduled and is sent home. An employee who is required to report early to his/her shift shall be compensated for extra time worked at time and one-half (1½) rate.
- b. Court Time: An employee required to report to testify in court proceedings

outside his/her regular schedule as a result of work-connected activities shall be paid time and one-half (1½) for actual time spent, with a minimum of two (2) hours (3 hours on an off day). If court is cancelled, the officer shall be given twelve (12) hours' notice of such cancellation or shall receive two (2) hours in pay, provided the officer has previously notified the Chief or his/her designee in writing of the court schedule and any amendment to that schedule.

Section 5: Shift Time: An employee working any hours between 3:00 p.m. and 7:00 a.m. shall receive an additional Fifty Cents (\$.50) per hour. An employee working any hours between 3:00 p.m. and 7:00 a.m. on a Sunday or holiday shall receive an additional Fifty Cents (\$.50) per hour for a total of One Dollar (\$1.00) per hour. Any day shift employee working on a Sunday or a holiday shall receive an additional One Dollar (\$1.00) per hour

Section 6: Officer-in-Charge: Any employee required to fill the position of officer-in-charge shall be compensated at the rate of Fifty Cents (\$.50) per hour assigned. This shall apply on any shift during periods when the Chief or other supervisory personnel are not on duty. Employees assigned as Field Training Officer shall be paid a premium of One Dollar (\$1.00) per hour for all hours so assigned. In addition, employees assigned as Field Training Officers shall be eligible to receive one day off (8 hours) for each field training phase completed as authorized by the Chief of Police or their designee. These additional days will be scheduled at the discretion of the Chief or their designee and must be used within six (6) months of receipt. These days are not eligible for payment and will be forfeited if not used within the parameters as outlined above.

Section 7: Canine Handler:

- a. It is the City's intention to establish a Canine Team. By definition, a Canine Team is an officer and his or her assigned police canine. The City may discontinue the Canine Team at any time in its sole discretion.
- b. The Canine Handler shall be compensated for the duties associated with the position as follows:
 - (1) Fair Labor Standards Act Compliance. Based upon estimates provided by the Canine Handler, the parties believe and agree that a time allowance of 3.5 hours per calendar week is sufficient and appropriate off duty time for the Canine Handler to care for the canine. Accordingly, the Canine officer shall

be granted time off his regular duty schedule for 3.5 hours in each scheduled week in order to provide off duty time to care for the canine. The specific time off in each week to be designated from time to time by the Chief or his designee. Such time off shall be paid as if the Canine Handler had worked the time. The Canine Handler agrees to notify the Chief if the Canine Handler believes that 3.5 hours per week is inadequate for such care, and the Canine Handler agrees not to spend more than 3.5 hours per week on such care without prior approval from the Chief or his designee.

- (2) If the Canine Handler is called to report during off-duty periods, the Canine Handler shall receive a minimum of one (1) hour overtime compensation or overtime compensation for the actual hours worked outside his/her regular schedule whichever is greater. Call out time shall start when the Canine Handler physically leaves his/her residence enroute to the scene. All off-duty call outs must be approved, in advance, by the Chief or his/her designee.
 - (3) If previously approved canine training falls on a regularly scheduled day off, the Chief will have the option to adjust the Canine Handler's schedule to a day trade to avoid paying overtime. All paid overtime training would have to be approved in advance by the Chief or his/her designee prior to signing up and or attending the training.
- c. The handler has agreed to pay for the food, general toys, collars, and leashes for the canine if donations cannot be found.
 - d. Any veterinary service shall be approved by the Chief or his/her designee prior to each calendar month, except in a case of a bona fide emergency. The services will be paid by donations in place by the Canine Fund.
 - e. In the event the handler is away on vacation or other approved time off, the handler is responsible for finding a responsible individual to care for the dog. If approved leave is for more than twenty-four hours, the Chief or his/her designee can approve kennel fees which would come from the Canine Fund if available (cash seizures and donations).
 - f. The Canine Handler shall maintain his/her primary residence within a 25-mile radius of the City of Monona.

- g. Under normal conditions the Canine Team will be assigned to work the S5 relief shift which is normally from 7 p.m. to 3 a.m. When working this shift, the Canine Handler will actually be working from 7:30 p.m. to 3 a.m. for the FLSA reasons listed above. Shift assignments may be changed to meet the needs of the department.
- h. The Canine Handler will not be eligible for a promotional position until the removal or retirement of the canine.
- i. The canine shall be considered property of the City. Should the City elect to retire the canine, the Canine Handler may purchase the canine from the City for the sum of \$1.00.
- j. The Canine Handler may be relieved of this assignment at any time for cause or upon the City's decision to discontinue the Canine Team.
- k. Upon retirement or removal of the canine, the handler will not automatically be assigned another canine.
- l. The handler shall follow all procedures and regulations under Monona Police Canine Policy 309.
- m. This section shall remain in effect until the Canine Team is discontinued, or until a date sixty days after WPPA/LEER gives notice that it is terminating its agreement to such section, whichever occurs first.

Section 8: All cash jobs will be offered by seniority department-wide when they come through the Police Department.

ARTICLE 19 - HEALTH AND WELFARE

Section 1: The City agrees to provide health and dental/vision benefits for the life of this Agreement. The City agrees to pay ninety percent (90%) of the premium of the offered plan selected by the employee for single or family health insurance for permanent full-time employees. The balance of any monthly premium shall be paid by the employee by payroll deductions on a pre-tax salary reduction basis under section 125 of the Internal Revenue Code and corresponding regulations per City Council resolution 02-05-1155.

Section 2: The City will pay one hundred percent (100%) of the dental premium for permanent full-time employees.

Section 3: The Employer shall pay the appropriate premium for a unit employee who

is absent because of personal illness or off the job injury for the duration of his sick leave credit under Article 20, Supplemental Benefits, and for six (6) months thereafter rounded to the nearest full month.

Section 4: The Employer will pay the appropriate medical premium for a maximum of twelve (12) months when a unit employee is absent due to occupational illness or injury. Monthly coverage beyond twelve (12) months up to a maximum of twenty-four (24) months may be deducted from employee's sick leave.

Section 5: If a unit employee is granted a leave of absence and desires to have his/her insurance coverage continued, he/she must pay the Employer, prior to the leave of absence being effective, sufficient monies to pay his or her appropriate premium to the health and welfare plan during the period of his or her absence.

Section 6: The Employer shall pay the appropriate premium for the month in which any layoff occurs and one (1) month thereafter.

Section 7: When a unit employee is discharged for cause or resigns his employment, the Employer shall only make its contribution for the month in which such termination occurred.

Section 8: When a laid off unit employee is reinstated, the Employer shall make the required appropriate premium payment commencing the first of the month following the month in which such employee returns to work.

Section 9: When a unit employee who has been on a leave of absence returns, the Employer shall make the appropriate premium payment beginning with the month following the employee's return to work.

Section 10: If a unit employee is laid off, the Employer agrees to accept the appropriate premium payment for the employee and remit such premium to the provider of coverage.

Section 11: For purpose of health and welfare benefits, any employee hired after January 1, 1983 will be considered a new employee. The Employer must make the initial contribution for the month of hire.

ARTICLE 20 - SUPPLEMENTAL BENEFITS

A. ILLNESS AND INJURY BENEFITS:

Section 1: Employees shall earn sick leave with pay at the rate of one (1) day for each full month of service. Sick leave may be accumulated to a maximum of one hundred five (105) workdays.

Section 2: Leave for illness or injury of a non-work-connected nature should not be used unless actually necessary. Such sick leave cannot be used until earned. Circumstances for drawing sick leave and qualifications for obtaining it are as follows:

- a. Circumstances for drawing sick leave:
 1. Leave with pay may be used for absences necessitated by non-work-connected illness or injury to the employee;
 2. Maternity/Paternity leave may be taken in the event the presence of the employee is required or advisable in the opinion of a duly licensed physician. Such leave shall be drawn from the basic credit only;
 3. Employees shall be allowed to use their earned leave if they become ill on vacation, provided the employee adheres to Section 3(b) of this Article, except that a certificate as outlined in subparagraph (b) (4) hereafter will be required in all cases, even if less than three (3) days duration.
- b. Qualifications for obtaining sick leave:
 1. Employee must report reason for absence from work promptly.
 2. Employee must keep the Employer informed of his condition. Employee must permit the Employer to make such medical inquiry or visit as it may determine necessary.
 3. Employee must submit a certificate by a duly licensed physician for any absence of three (3) or more scheduled working days certifying as to the nature of the illness or casualty, the possible duration of absence with an estimated date of ability to return to work, and that the absence was medically necessary. In lieu of such a certificate, the Employer may exercise its discretion and accept other suitable evidence which it may deem satisfactory.
 4. Any misuse of sick leave or any making of false reports regarding illness may subject the employee to disciplinary action including discharge and may also be considered just cause for the loss of all or part of leave credits.

Section 3: While an employee is on sick leave, he shall continue to earn additional leave as set forth in Section 1(a) or Section 2, depending on his date of hire, during the non-work-

connected illness or injury for a maximum of one (1) year.

Section 4: When there is insufficient sick leave credit to cover the continued absence of an employee for reasons of a non-work-connected illness or injury, the employee may choose to take any earned and accumulated vacation or leave without pay.

Section 5: No benefits under sick leave shall be paid to an employee who terminates. The sole exception is, of course, for those employees who retire and thus qualify for benefits under Part B hereafter upon retirement from the Employer's service or who die in the line of duty.

Section 6: When employees are at the maximum amount, their sick leave shall accumulate annually and used sick leave subtracted at year's end. For persons at or over the cap, fifty percent (50%) of the first six (6) days of unused sick leave earned in that year will be paid to the officer at year end. For example, if an officer uses three (3) sick days, fifty percent (50%) of three (3) sick days will be paid; if an officer uses four (4) sick days, fifty percent (50%) of two (2) sick days will be paid.

B. RETIREMENT BENEFITS:

Section 1: Employees who retire from qualified service with the Employer shall be entitled to continued participation in the Employer's then existing health and welfare plan, as outlined in the then Article 19, Health and Welfare, on a basis provided in such plan. In the event of death after retirement under Article 26, Retirement Plan, or in the event of death while actively employed by the City of Monona, the employee's surviving spouse shall be eligible for the benefit. The Employer shall pay the cost of the appropriate coverage under such plan for a period equal to the number of monthly premiums totaling the dollar value of the retiree's credit earned but not taken by such retiree computed on the basis of his then wage at retirement. Any fractional amounts remaining in the retiree's earned but not taken credit may be applied to purchase an additional month's insurance coverage or be paid in cash to the retiree at his or her option. Thereafter, the retiree may elect to continue appropriate insurance coverage if available at his option and expense in the then existing Employer plan. If no insurance is available at the retirement of the employee as a result of law, rule, regulation or the contract with the carrier or insuring entity, or if the employee prefers in lieu of the insurance options, the City shall make a contribution to a 403(b) or other 401(a) qualified deferred compensation plan (selected at the City's discretion) in the amount of the Benefit, which

shall be paid to the employee according to the terms of the selected plan.

Section 2: To be eligible for this program, an employee must:

- a. be eligible for retirement benefits as per the then Article 26, Retirement Plan;
- b. have served the Employer for a minimum of fifteen (15) years; and
- c. have given thirty (30) days advance notice to the Employer of his intention to retire; or
- d. have died in the line of duty.

UNFUNDED BENEFITS

It is understood that the benefits provided in this Article are not funded by the Employer and must, therefore, be paid from current available funds from current revenues. Accordingly, employees are advised that such benefits are not subject to assignment, attachment, devise by last will and testament, the laws of intestacy, collateral security agreement, pledge or order of any court.

ARTICLE 21 - CLOTHING ALLOWANCE

Section 1: The Employer agrees to provide all new uniformed employees of the Police Department with all required clothing, equipment and uniform accessories specified in a mutually agreed list (Addendum A). The list may be modified from time to time to reflect changes in clothing, equipment and accessories as mutually agreed; or, as required by regulation, law or accepted law enforcement standard(s). This Section does not apply to employees not required to wear a uniform.

Section 2: The allowance for approved clothing, equipment and accessories shall be Seven Hundred Fifty Dollars (\$750.00) per year commencing on January 1st following the date of hire and each year thereafter.

- a. Clothing: Employees will receive one direct payment of their annual clothing allowance in January of each year in order to purchase any clothing, equipment or accessory in the Police Department regulation(s). Employees will not be required to substantiate their purchases, and the payment will thus be reported as taxable income per IRS regulation. Employees who have given notice of their employment termination or retirement will not receive the annual payment.

- b. Equipment: Equipment issued under ADDENDUM “A”, #9, remain the property of the Department and will be surrendered by the employee if so requested upon dismissal, termination or retirement.
- c. Clothing damaged or destroyed in the line of duty shall be repaired or replaced by the Employer.

Section 3: Employees are required to furnish an approved firearm. The Employer agrees to assist the newly hired employee in purchasing the firearm, if necessary, in compliance with applicable Federal and State Law. The employee shall enter into a repayment agreement with the Employer, not to exceed twenty-four (24) months, by payroll deduction, to reimburse the full purchase price of the firearm. In the event the employee is terminated or resigns, any balance due will be paid in full to the Employer.

Section 4: Employees required to work in special civilian clothes needed for police work may make job-related purchases provided the purchases meet the approval of the Chief of Police and are within the employee's clothing allowance.

Section 5: The Employer shall pay for the cost of repairing or replacing employee's prescription glasses and contact lenses, up to One Hundred Fifty Dollars (\$150.00); and watch, up to Fifty Dollars (\$50.00), if damaged or lost in a fracas, melee or civil disturbance while on duty.

Section 6: At the employee's request, THREAT LEVEL III ballistic vests with side panels shall be acquired or replaced at manufacturer's specifications in accordance with the manufacturer's warranty by the Employer. Employees whose ballistic vests have been purchased or replaced by the Employer, shall wear such vests at all times, subject to written rules, regulations promulgated by the Chief of Police. Any employee wishing to purchase a ballistic vest under this Section shall notify the Employer's designated agent in writing by August 1, to make the purchase the next calendar year.

ARTICLE 22 - HOLIDAYS

Section 1: All employees covered by this Agreement shall be entitled to compensatory time or a normal day's pay for the following named holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; providing the employee works the last scheduled day before the holiday and the first scheduled day following the holiday and the holiday itself if scheduled, or is on

authorized absence, in order to qualify for pay for that holiday. There shall also be four (4) additional "floating holidays" to be taken upon one (1) weeks' notice by the employee and at the employee's option as to the working day selected.

Section 2: The rate of compensation for holiday pay shall be that rate earned either the last scheduled pay day previous or the first scheduled day following the holiday, whichever rate is greater. Sick leave pay will not be paid to employees receiving holiday pay. Unused named holidays will be paid once annually on December 1st of each year for all days covered in that year unless scheduled for compensatory time by November 15th.

Section 3: Employees shall receive one and one-half (1½) times their hourly rate for all hours worked on a holiday plus their regular holiday pay. Employees working overtime on a holiday shall receive two (2) times their hourly rate for all overtime hours.

ARTICLE 23 - VACATIONS

Section 1: All employees covered by this Agreement shall be entitled a vacation with pay as follows:

- a. One (1) year or less of service: seven (7) workdays, exclusive of regular days off.
- b. Upon completion of one (1) year and each year thereafter through six (6) years: thirteen (13) workdays, exclusive of regular days off.
- c. Upon completion of six (6) years and each year thereafter through sixteen (16) years: eighteen (18) workdays, exclusive of regular days off.
- d. Upon completion of sixteen (16) years and each year thereafter through twenty (20) years, twenty-four (24) workdays, exclusive of regular days off.
- e. Upon completion of twenty (20) years and each year thereafter, twenty-seven (27) workdays, exclusive of regular days off.

Section 2: Vacation pay shall be based on the workweek in effect at the time the vacation is taken and shall be taken on a seniority basis. The number of employees on vacation shall be determined by the Employer but employees on shift may take a vacation at the same time as employees not on shift. At least one (1) employee on shift may be on vacation at any time, but no employee may take more than two (2) consecutive weeks without the approval of the Chief. For the purpose of this section a workweek is defined in General Order 2.04 (formerly Procedure 3.100)

Section 3: An employee whose employment is terminated for any reason shall be paid for his/her earned vacation leave at the rate of one-twelfth (1/12) for each month worked in that anniversary year, providing the employee shall have completed one (1) year of continuous employment.

Section 4: Employees will pick their vacation, by seniority, in increments of one (1) week with a minimum of one (1) week and a maximum of two (2) weeks. All requests must be delivered to the Chief or his/her designee by December 15th of each year for scheduling vacation in the following year. After the seniority vacation selection process is completed employees may submit other vacation requests, including up to six (6) single vacation day requests, however all vacation leave shall be subject to the staffing requirements of the City. These requests will be granted on a first come, first served basis. Employees who are eligible for only seven (7) workdays of vacation pursuant to Section (1) may schedule their vacation in single day increments subject to the staffing requirements of the City. At least fifty percent (50%) of single day vacation requests must be made by December 15th for the following year.

Employees may use the open three (3) day blocks for vacation after the first pick. One (1) three-day block will count as a pick. Detectives and Investigators may take two (2) weeks of their vacation one (1) day-at a time.

Section 5: New employees are eligible to earn, but not use, vacation benefits until they have successfully completed one year of employment. However, a new employee may submit a written request to the Chief of Police requesting permission to have the City advance up to seven (7) vacation days after completing a minimum of six (6) months of service. Based on staffing requirements, the reason for the request and the performance of the employee, the Chief of Police shall either approve or deny the request. If the request is approved, the employee shall agree to reimburse the vacation pay to the City if he/she fails to successfully complete his/her full year of employment.

ARTICLE 24 - BEREAVEMENT PAY

Each employee shall be allowed up to three (3) days leave in the case of death of his spouse, either of his parents or stepparents, either of his spouse's parents or stepparents, any of his children or stepchildren and brothers or sisters. Each employee shall be allowed up to one (1) day leave in the case of the death of aunts or uncles, grandparents or grandchildren,

spouse's grandparents or-grandchildren and brothers-in-law or sisters-in-law. Leave is to be taken in eight (8) hour increments and only if scheduled workdays are involved.

If additional time is requested by the employee and if approved by the Employer, such time shall be charged to either the employee's accumulated sick leave or vacation.

ARTICLE 25 - LONGEVITY

Upon completion of twenty (20) years of service, employees shall be entitled to a longevity payment of \$500, payable annually on December 1, in addition to the basic wage schedule set forth in Article 18.

ARTICLE 26 - RETIREMENT PLAN

Employees shall pay 100% of the employee's share of contributions to the Wisconsin Retirement Fund (protective service with social security classification) as required by State Statute. For all employees, the Employer shall pay its required contributions to the Wisconsin Retirement Fund.

ARTICLE 27 - WORKER'S COMPENSATION

In the event an employee becomes, entitled to and receives Worker's Compensation under Chapter 102, Wisconsin Statutes, his/her Worker's Compensation for the period of compensable temporary total disability will be supplemented for a period of one (1) year so that he/she will receive his/her full salary during said period, taking into consideration Worker's Compensation, Social Security payments, if any, and the amount to be supplemented by the Employer. This compensatory time shall not be deducted from the employee's accumulated sick leave time.

After the period of one (1) year, an employee may at his/her option draw from his/her entitlement for paid leave under Article 20, Supplemental Benefits, until exhausted in order to protect his/her normal earnings.

ARTICLE 28 - GROUP LIFE INSURANCE

The Employer agrees to make available to unit employees who qualify for the group

life insurance plans, including the supplemental plan, of the State of Wisconsin on November 1 of each year the insurance can be obtained. The premium cost of such insurance shall be shared between the employer and the employee as provided in the plans. It is understood that at least three-fourths ($\frac{3}{4}$) of all employees of the Employer must elect coverage before the plan may be effective.

ARTICLE 29 - DISABILITY INCOME PROTECTION

The Employer agrees to make the Wisconsin Public Employers' Group Income Continuation Insurance Program available to all eligible employees. It is understood that at least sixty-five percent. (65%) of all qualified employees of the Employer must elect to participate in the program before it becomes effective.

ARTICLE 30 - EDUCATIONAL ASSISTANCE

Section 1: A unit employee desiring to further his/her professional education shall be reimbursed by the Employer for the cost of tuition, books and other related expenses on conditions (i) that the Employer's Chief of Police approves the course of instruction and plan offered prior to enrollment, and (ii) such course is completed successfully.

Reimbursement shall be made on successful completion of the course. Tuition reimbursement is limited to one hundred five percent (105%) of University of Wisconsin per-credit tuition for comparable courses.

Section 2: Effective January 1, 2001 the Employer agrees to pay employees who have attained a Bachelor Degree or Post-Graduate Degree a stipend of One Thousand Dollars (\$1,000.00) or Two Thousand Dollars (\$2,000.00) per year, respectively. The benefit will commence on the first of the month following the employee's third (3rd) anniversary date. The payment will be made on December 31st each year commencing in 2001. The amount will be prorated during the first (1st) year of eligibility following anniversary date.

It is understood this is considered wages, by law, and therefore subject to tax and retirement contributions, etc. The stipend will be calculated in the regular hourly rate of pay for the purpose of overtime but not for vacation, holiday or sick leave pay or for calculating percentage increases in the future.

ARTICLE 31 - LIABILITY INSURANCE

The City will fulfill its duty under Wisconsin Statute 895.46.

ARTICLE 32 - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and such conditions of employment shall be changed only where specific provisions for improvement are made elsewhere in the Agreement.

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within thirty (30) days from the date of such error.

ARTICLE 33 - CONSTRUCTION

In construing this Agreement words importing one gender extend and are intended to apply to any gender, and the use of the plural includes the singular and the use of the singular includes the plural.

ARTICLE 34 - JURY SERVICE LEAVE

Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence to serve as juror. Such employees shall be entitled to the option of either receiving their jury duty pay or receiving their regular straight time pay from the City. If the employee chooses to receive the regular straight time pay from the City, the full amount of jury duty pay, including all expenses other than mileage, shall be reimbursed to the City by the employee. Employees who are on their day(s) off and serve on jury duty shall not be required to turn over jury pay to the City for those days.

ARTICLE 35 - SEPARABILITY

Section 1: The parties agree to comply with all applicable Federal and State laws and regulations with respect to employment and with any decisions by the Wisconsin Employment Relations Commission or judicial bodies interpreting such laws or regulations which may affect the terms and provisions of this Agreement.

Section 2: If any Article or Section of this Agreement or of any riders thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance

with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto or application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance therewith has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement consistent with applicable Wisconsin Statutes.

ARTICLE 36 - TERMINATION

Section 1: This Agreement shall become effective January 1, 2023 and shall remain in effect until and including December 31, 2023, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to August 1, 2023, or unless superseded by a subsequent agreement. Any automatic extension of this Agreement may be terminated by either party upon at least thirty (30) days written notice. Retroactivity of a subsequent contract shall not be an issue in negotiations unless either party has terminated this Agreement or any extension thereof.

Section 2: In the event that either party requests negotiations for a new agreement pursuant to the provisions of this Article, and said negotiations extend beyond the expiration date of this Agreement, this Agreement shall remain binding until a new agreement is signed by both the Employer and the Union.

IN WITNESS WHEREOF, the parties have hereby set their hands and seals this _____ day of _____, 2022.

CITY OF MONONA

MONONA PROFESSIONAL POLICE
ASSOCIATION / WISCONSIN
PROFESSIONAL POLICE ASSOCIATION

Mary K. O'Connor
Mayor

Luann Alme
WPPA/LEER

Marc Houtakker
Interim City Administrator

Andrew Hoffman
MPPA President

Brian Chaney
Chief of Police

ADDENDUM "A"

Monona Police Department Minimum Uniform Requirement

1. Shirts
 - a. Long Sleeve, 3 each
 - b. Short Sleeve, 3 each

2. Trousers
 - a. Gabardine dress
 - b. Cargo BDUs
(Note: Officer option to receive 3 pair pants of their choice)

3. Shoes/Boots
 - a. Approved Black Oxford or Similar
 - b. Approved Boots or Winter Footwear
(Note: Officer option to receive 2 pair of footwear)

4. Caps
 - a. Air Force Style Dress Cap
 - b. Baseball Cap

5. Jackets
 - a. Combination Gore-tex Winter/Spring/Fall
 - b. Raincoat and Cap Cover

6. Utility Belt
 - a. Approved Ballistic Nylon Belt with Accessories Needed to Carry Required Equipment
 - b. Trouser (Garrison) Belt

7. Miscellaneous
 - a. Badges
 - 1) Breast, 2 each
 - 2) Hat, 1 each
 - b. Approved Impact Weapon
 - c. Approved Chemical Weapon
 - d. Approved Ballistic Vest (See Contract)
 - e. Handcuffs
 - f. Flashlight
 - g. Department Collar Brass
 - h. Winter Gloves
 - i. Shoulder Patches for Shirts and Jackets
 - j. Tailoring and Sewing
 - k. Name Tag
 - l. Whistle and Whistle Chain
 - m. Ballistic Nylon Briefcase

8. Duty Sidearm: Article 21, Section 3, of contract states that employees are required to furnish an approved firearm. Current practice since 2014 is that Employer furnishes an approved duty weapon for each new employee upon hire. Upon successful completion of his/her probationary period, Employee may choose to continue using the Employer-issued firearm or return it and purchase his/her own firearm. If purchasing his/her own firearm, Employer will assist the employee in purchasing the firearm and establish a repayment schedule as stated in Article 21, Section 3.

9. Upon separation from the Department, the following items will remain the property of the Department and will be returned to the Department if so requested by the Chief or his/her designee:
 - a. Jackets
 - b. Utility Belt with accessories
 - c. Miscellaneous
 - 1) Badges
 - 2) Approved Impact Weapon
 - 3) Approved Chemical Weapon
 - 4) Approved Ballistic Vest (See Contract)
 - 5) Handcuffs
 - 6) Flashlight
 - 7) Department Collar Brass
 - 8) Ballistic Nylon Briefcase
 - 9) City-issued Duty Sidearm

**Memorandum of Understanding
Paid Parental Leave**

This Memorandum of Understanding is entered into by and between the City of Monona (“the City”) and Wisconsin Professional Police Association (“the Union”).

WHEREAS, the City desires to offer a benefit to regular full-time employees and permanent part-time employees equal to two (2) weeks paid leave for an employee in connection with the birth, adoption, or foster placement of the employee’s child subject to the terms set forth below and to the policy as adopted by the Monona City Council on May 6, 2019; and

WHEREAS, the benefit is conditioned on the City approving the allocation of funds for such benefit; and

WHEREAS, the Union is agreeable to the provision of such benefit on the terms stated below,

IT IS AGREED AS FOLLOWS:

1. Two weeks of paid leave shall be provided to a regular full-time employee or permanent part-time employee in connection with the birth, adoption, or foster placement of the employee’s child.

2. Such leave shall be taken within 6 months after the child’s birth, adoption, or foster placement and shall, to the extent allowed by law, run concurrently with any other leave to which the employee may be entitled, including state or federal FMLA leave. The leave benefit may not be used more than once in a 12-month period.

3. To the extent practicable, such leave shall be scheduled in a manner so as to minimize any disruption to the City’s operations.

4. This benefit shall expire upon the expiration of the current collective bargaining agreement, and shall not continue thereafter unless approved by the City or as the result of the renegotiation of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have hereby set their hands and seals this

_____ day _____.

FOR THE EMPLOYER: CITY OF MONONA

Signature

Date

Signature

Date

FOR THE UNION: WPPA

Signature

Date

Signature

Date

**Memorandum of Understanding
Family Care Paid Leave**

This Memorandum of Understanding is entered into by and between the City of Monona (“the City”) and Wisconsin Professional Police Association (“the Union”).

WHEREAS, the City desires to offer a benefit to regular full-time employees and permanent part-time employees equal to two (2) weeks paid leave for an employee who must care for a close family member during an unexpected serious medical situation subject to the terms set forth below and to the policy as adopted by the Monona City Council on March 2, 2020; and,

WHEREAS, the benefit is conditioned on the City approving the allocation of funds for such benefit; and,

WHEREAS, the Union is agreeable to the provision of such benefit on the terms stated below,

IT IS AGREED AS FOLLOWS:

1. Regular full-time or permanent part-time employees may be granted, upon application to and approval by an approval group, up to two weeks of paid leave for the purpose of dealing with a close family member’s acute or unexpected serious medical situation.
2. Such leave shall be taken all at once or in smaller segments of at least one full day each over the course of a one-year period of time beginning with the first day leave is taken. Such leave shall run concurrently with any other leave to which the employee may be entitled, including state or federal FMLA leave.
3. After evaluating the employee’s request, should the approval group decide that the leave does not qualify for benefits under this policy, the leave may be denied, and the decision of the approval group will be final.
4. To the extent practicable, such leave shall be scheduled in a manner so as to

minimize any disruption to the City's operations.

5. This benefit shall expire upon the expiration of the current collective bargaining agreement, and shall not continue thereafter unless approved by the City or as the result of the renegotiation of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have hereby set their hands and seals this

_____ day of _____.

FOR THE EMPLOYER: CITY OF MONONA

Signature

Date

Signature

Date

FOR THE UNION: WPPA

Signature

Date

Signature

Date

MEMORANDUM OF UNDERSTANDING

between the

CITY of MONONA

and the

**CITY of MONONA PROFESSIONAL POLICE ASSOCIATION (MOPPA)
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

EARLY REPORTING TIME AND ACCUMULATION OF COMP TIME

It is agreed to by and between the City of Monona and the City of Monona Professional Police Association (MOPPA) Wisconsin Professional Police Association Law Enforcement Employee Relations Division that during the term of this Memorandum of Understanding, the parties agree to the following:

- A. The workday will include a mandatory 15-minute early reporting time for all patrol shift officers. Patrol shift officers will be compensated for this time with one compensatory day (8 hours) per quarter, for a maximum total of 32 hours per year.
 1. The quarterly comp day will be given to all patrol shift officers regardless of PTO hours taken during the quarter, with the following exceptions:
 - a. Any employee on military or medical (including FMLA) leave for more than 6 weeks in a quarter will not receive a compensatory day for that quarter. *(6 weeks in a 3-month period if the leave spans two quarters).*
 - b. Any employee who terminates employment before the completion of a quarter will not receive a compensatory day for that quarter.
 2. The quarterly comp day will be added to each eligible employee's comp bank at the end of each completed quarter (March 31, June 30, September 30, December 31).
 3. Any employee who is temporarily assigned to a patrol shift for a period of more than 6 weeks will be required to report early and will be compensated with a minimum of one compensatory day and eligible up to the maximum of 32 hours per year.
 4. Detectives, sergeants, SRO and CRO officers who are filling patrol shifts for a period of less than 6 weeks will not be required to report early and will not receive the quarterly comp day.

B. Comp Bank

1. Sworn officers can accumulate up to a maximum of 48 hours of comp time at any given time.
2. Up to 48 hours of comp time may be carried from one calendar year to the next. However, any time carried over must be used before March 31.
3. Employees who wish to carry over unused comp time into the following calendar year must inform their supervisor in writing of their intent by November 1. All comp time will be paid out on the November 30 paycheck unless scheduled to be used before the end of the payroll year or requested in writing to carry over, except that the fourth quarter comp day will automatically be carried over to the following year for use by March 31.

C. This MOU shall expire upon the expiration of the current collective bargaining agreement, unless renewed or renegotiated.

IN WITNESS WHEREOF, the parties have hereby set their hands and seals this

_____ day of _____, 2022.

FOR THE EMPLOYER: CITY OF MONONA

Signature

Date

Signature

Date

FOR THE UNION: WPPA

Signature

Date

Signature

Date

MEMORANDUM OF UNDERSTANDING

between the

CITY of MONONA

and the

**CITY of MONONA PROFESSIONAL POLICE ASSOCIATION (MOPPA)
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

NONCERTIFIED NEW HIRES AND THOSE ATTENDING THE POLICE RECRUIT ACADEMY

It is agreed by and between the City of Monona and the City of Monona Professional Police association (MOPPA) Wisconsin Professional Police Association Law Enforcement Employee Relations Division (WPPA/LEER), that during the term of this Memorandum of Understanding the parties agree to the following in relation to the hiring of noncertified officers in regards to sponsorship at the Police Recruit Academy, wages, benefits and the relationship to the 2023 Collective Bargaining Agreement between the parties.

1. A newly hired police officer will be sworn in by the City of Monona clerk prior to the start of the Police Recruit Academy per Wisconsin Training and Standards Rules and Regulations.

Newly hired police officers who are sponsored by the City of Monona to the Police Recruit Academy to become certified will receive 75% of the hire wage as listed in Article 18 of the CBA, while in attendance at the academy. Upon the first day following graduation, the recruit officer will move to the status of certified police officer and will move to the hire step of the wage scale in Article 18 of the CBA and then will progress through the wage scale as outlined in Article 18 of the CBA.

If a newly hired non-certified officer is assigned to field training prior to the start of the recruit academy the officer will receive pay at the hire wage step until they are assigned to the recruit academy. Once the officer is assigned/begins the recruit academy they will receive 75% of the hire wage until the first day following graduation. The intent of this section is for basic recruit academy training only and for the dates while the new officer is assigned to the academy.

The City/Department will pay for academy costs (tuition and books) and provide daily transportation (from the Monona Police Department to the academy location).

2. The recruit officer will be scheduled 40 hours per week, at the rate set forth in paragraph 1 above,* for the academy daily schedule (Monday through Friday) including, but not limited to, time attending academy classes and travel time, and will not be eligible for voluntary overtime hours. If the academy requires attendance on Saturday or Sunday, the recruit officer will receive overtime for those hours in attendance after 40 hours in a 7-day period. From the date of hire, the recruit officer will be afforded the benefits extended by the CBA and the City of Monona, including but not limited to, health insurance, paid holidays and WRS protective status, except where specifically addressed otherwise in this agreement.
3. During the academy, the recruit officer will be in probationary status and serves at the pleasure of the Chief of Police and may be terminated at will. The Chief of Police or their designee shall receive reports from the Academy Director regarding attendance and performance. The recruit officer shall adhere to the City's attendance policy as well as the academy attendance policy. The recruit officer may not carry

a concealed weapon until such time the recruit officer successfully completes the academy and qualifies with the department issued firearm unless the officer has a valid Wisconsin CCV permit. If the recruit officer fails the academy they may be terminated.

4. Attendance at the police academy shall result in the officer's probationary period (Article 11 of the CBA) being extended equal to the time spent in the academy.

This memorandum of understanding shall be effective upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum of understanding on this _____ day of _____ 2022.

FOR THE ASSOCIATION:

FOR THE CITY OF MONONA:

Luann Alme, WPPA Business Agent

Brian Chaney, Chief of Police

Andrew Hoffman, MOPPA President

Marc Houtakker, Interim City Administrator

*Regular and overtime hourly wage shall be calculated at 75% of the hire wage per Article 18 divided by 173.33 monthly hours. When applicable, overtime will be paid after 40 hours in a 7-day work period. The recruit officer will not be eligible for shift differential pay.

MEMORANDUM OF UNDERSTANDING

between the

CITY of MONONA

and the

**CITY of MONONA PROFESSIONAL POLICE ASSOCIATION (MOPPA)
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

MOPPA EARNED TIME

It is agreed by and between the City of Monona and the City of Monona Professional Police Association (MOPPA) Wisconsin Professional Police Association Law Enforcement Employee Relations Division (WPPA/LEER), that during the term of this Memorandum of Understanding the parties agree to the following in relation to the definition the earning and use of Special Straight Time Compensation also know as “MOPPA Earned Time”.

1. MOPPA Earned Time is earned on an hour-for-hour basis and no minimums apply. Any work earning MOPPA Earned Time must be approved in advance by a supervisor. The following limitations apply to accrual of MOPPA Earned Time:
 - A member may earn no more than eight (8) hours net MOPPA Earned Time within a 28 day FLSA work period to be in compliance with the law; and
 - A member’s MOPPA Earned Time balance may not exceed twenty-four (24) hours.
2. MOPPA Earned Time balance will not normally carry into the next year without management approval. Since MOPPA time will be used the same as COMP the MOPPA time will be used first for COMP TIME OFF requests. Use of accrued MOPPA Earned Time must be approved by a supervisor.
3. MOPPA Earned Time may be earned under the following circumstances:
 - a. Meetings/Community Events/Administrative Tasks: When a member is attending a meeting, community event or performing administrative tasks voluntarily and the work occurs outside the member’s normal hours or days of work, then that member will receive MOPPA Earned Time. Tasks that have traditionally been eligible for overtime compensation shall continue to be compensated at the contractual overtime rate of one-and one-half times a member’s hourly rate. (examples: calls for service occurring prior to and after scheduled shift; filling open duty shifts – voluntary or ordered; court time and court preparation with the DA’s Office or City Attorney; In-Service training, or in any other time when ordered to return to duty outside of the member’s normal work schedule).

b. Training: When a member is attending a voluntary training that exceeds a regular eight (8) hour work shift, the member may elect to use MOPPA Earned Time to receive compensation for the work exceeding eight (8) hours. MOPPA Earned Time may also be earned for voluntary training attended on a scheduled day off.

When a member is traveling to a destination outside of Dane County for voluntary training, and the travel time to the training exceeds a regular eight (8) hour shift, or the travel time to the training and the training itself in aggregate exceeds an eight hour shift the member will receive MOPPA Earned Time for the work exceeding eight (8) hours. No compensation for travel time to locations within Dane County will be allowed.

The City and the Union both agree that there will be times during pre-planned multi-day trainings for specialized units when the training day could exceed eight (8) hours. In the event this occurs, any time in excess of eight (8) hours will be made up by an early release (for an equivalent amount of time) on the last day of the training session. If an early release is not possible, affected employees are entitled to MOPPA Earned Time for any excess hours worked.

When any other mandatory training session exceeds eight (8) hours, employees shall be compensated per existing contractual provisions with paid overtime.

This agreement shall be effective upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this, the 9th day of March 2022.

FOR THE ASSOCIATION:



Luann Alme, WPPA Business Agent



Andrew Hoffman, MOPPA President

FOR THE CITY OF MONONA:



Brian Chaney Austin, Chief of Police



Bryan Gadow, City Administrator