

**AGREEMENT**

**BETWEEN**

**CITY OF DE PERE**

**AND**

**DE PERE POLICE BENEVOLENT ASSOCIATION**

**2021-2023**

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## **EXHIBITS**

Exhibit A - Geographic Boundaries for Residency Requirement

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Exhibit C - May 13, 2010 Memorandum of Understanding – On-Duty Personnel Attendance At Union Meetings



DE PERE POLICE  
BENEVOLENT ASSOCIATION  
LABOR CONTRACT

AGREEMENT

This agreement made and entered into according to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of De Pere as municipal employer, hereinafter called "City", and the bargaining unit of the De Pere Police Benevolent Association, hereinafter called "Bargaining Unit."

ARTICLE 1  
Recognition

The City agrees to recognize the Bargaining Unit as the bargaining agent for protective occupation personnel of the De Pere Police Department in the matter of wages, hours of work, and working conditions, except in situations wherein this contract is in conflict with existing Wisconsin Statutes. The Finance/Personnel Committee of the City of De Pere shall represent the City in the bargaining conferences and negotiations. Prior to any negotiations, the Finance/Personnel Committee shall be furnished with a list of the membership on the Bargaining Unit.

ARTICLE 2  
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 De Pere Police Benevolent Association Bargaining Unit and to set forth herein wages, hours, and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this agreement, the City agrees that there shall be no discrimination by the City against any employee covered by this agreement because of his/her membership or activities in the Bargaining Unit, nor will the City interfere with the right of such employees to become members of the Bargaining Unit.

ARTICLE 3  
Management Rights

The Association recognizes that, except as otherwise provided in this agreement or as may affect the wages, hours, and working conditions of the members of the Association, the management of the City and its business and the direction of its work force is vested exclusively in the employer in that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of this agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- d. To discipline or discharge employees for just cause;
- e. To plan, direct, and control operations;
- f. To determine the amount and quality of work needed;
- g. To determine to what extent any process, service, or activity shall be added, modified, or eliminated;
- h. To introduce new or improved methods or facilities;
- i. To schedule the hours of work;
- j. To assign duties;
- k. To issue and amend reasonable work rules;
- l. To require the working of overtime hours when necessary in the performance of City business.

#### ARTICLE 4 Association Activity

The Association shall furnish to the City the names of the Negotiating Committee, Grievance Committee, and officers of the Association.

Representatives of the Association having business with the officers and individual members of the Association may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operations of the Police Department as determined by the Chief of Police.

The City shall provide space on a bulletin board and permit use of same for official Association announcements. A copy of every announcement to be posted shall be filed with the Chief's office before posting.

The Bargaining Unit shall be limited to no more than three members plus one alternate. Up to two members of the Association's Bargaining Committee shall be paid their regular wages while attending negotiation meetings with representatives of the City during their regular working hours. No payment of wages by the City shall be made for negotiating time outside that member's regular workday. Such member may be called from negotiation meetings. This provision is limited to negotiations held with respect to wages, hours, and conditions of employment.

#### ARTICLE 5 Probationary Period

The first twelve (12) months service after completion of the field training program of a newly appointed employee is a probationary period during which time the employee will be required to demonstrate his/her qualifications for the position prior to receiving a permanent

appointment, and during which time there shall be no responsibility on the part of the City for a permanent appointment. Termination of employment during this probationary period shall not be subject to challenge by the employee. When the probationary period is completed and a permanent appointment received, the appropriate provisions of this agreement shall date back to the date of hire. Employees on probation may, in the last six months of the probationary period, utilize sick leave accrued under Article 24, Sick Leave, subject to the conditions of that Article and at the discretion of the Chief or the Chief's designee. If employment is terminated prior to completion of the probationary period, such sick leave shall be payable by the employee to the City and may be deducted from the employee's wages. Employees may, in the last six (6) months of the probationary period, utilize vacation accrued under Article 22, Vacations, subject to the conditions of that Article.

#### ARTICLE 6 Residency

It is recognized by the parties that employees should be given the broadest possible discretion in determining their personal affairs consistent with the duties imposed by employment with the City of De Pere. It is further recognized that public sector employment has a certain uniqueness, which may require employees to be available for duty during hours other than their regularly assigned shift and upon short notice. In order that these concepts may be reconciled in the best interests of both employer and employees, employees shall, within twelve (12) months of the date of employment, establish and maintain a bona fide residency within a 30-mile radius from the center of the Claude Allouez Bridge as shown on the map attached hereto as Exhibit A.

Bona fide residency shall, for purposes of this provision, be defined as the actual living quarters of the employee and his/her family, if any, and this requirement shall not be met by maintenance of an address, room or rooms by an employee solely for purposes of giving the appearance of compliance herewith, when the actual facts demonstrate employee's intent to reside outside the geographic area permitted hereby.

#### ARTICLE 7 Promotion

The Chief shall set the procedure to be followed in the promotion of personnel in the department. No person shall be eligible for promotion unless such person shall have served at least three (3) years on the department or at least five (5) years as a full-time sworn Patrol Officer provided the department's probationary period is successfully completed.

When a qualified individual accepts a promotion hereunder, upon assignment of such employee to the duties of the new position, the employee shall be paid at a rate equal to the level in the new range (excluding the minimum range), which results in an increase in the hourly rate of pay for such employee. The employee will remain in such pay level for a period of 12 months and will then step to the next level until the maximum within the pay range is obtained.



## ARTICLE 8 Hours of Work

The established schedule of work for shift employees shall consist of six (6) workdays followed by three (3) off days on a repeating cycle, with each day consisting of an eight (8) hour and fifteen (15) minute shift. The established schedule for personnel assigned to non-shift duties shall be five (5) eight (8) hour workdays scheduled Monday through Sunday. The schedule of work for probationary Patrol Officers participating in the Field Training Program shall be established by the Chief or the Chief's designee. Probationary officers shall not work alone or fill staffing needs while in the Field Training Program.

The established work schedule for employees in positions of the Detective Sergeant, School Resource Officer, Drug Task Force Officer and Community Resource Officer will be Monday through Friday with Saturday and Sunday being off days. The established work week schedule for employees in the position of Detective Sergeant may be modified upon mutual consent of the Chief, or Chief's designee and the Detective Sergeant.

The Canine Officer will be assigned to the special shift, currently operating on the hours of 6:30 p.m. – 2:45 a.m., on a 6-3 rotation. The parties shall meet annually prior to the annual signing of shifts to collaboratively discuss optimal shift placement for the canine assignment based upon best practices, calls for service and needs of the department.

A patrol officer will be assigned as the traffic officer. The traffic officer position will be a four (4) year assignment on an annual calendar basis. The assignment for the traffic officer assigned in September 2017 shall conclude December 31, 2021. The traffic officer will be assigned a continuous eight (8) hour shift between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. If required to attend Municipal Court for a trial, the hours of work for that day will be 1:00 p.m. – 9:00 p.m. The traffic officer will meet with the assigned supervisor weekly to determine the schedule for the following week based upon best practices, calls for service and needs of the department.

Employees in the classification of or assigned to the duties of Detective Sergeant, School Resource Officer, Traffic Officer or Community Resource Officer shall receive seventy-five (75) "schedule equalization hours" off per year. Such hours will be prorated the first and last calendar year of the assignment. Hours earned but not taken in same calendar year cannot be accumulated and will be paid out with the last payroll of that calendar year. Employees shall be entitled to take schedule equalization hours with the approval of the Chief or the Chief's designee and in accordance with personnel requirements of the Department.

The annual signing of shift assignments will be followed as closely as possible; however, the Administration reserves the right to assign personnel to fit the needs of the department.

Needs of the department for purposes of this Article include, but are not limited to, situations involving training programs, schools, special assignments, long-term absences or vacancies, vacations, long-term illness, special events, officer requests, and discipline problems.

Movement of officers from regularly assigned shifts will not create overtime unless it causes more than eight (8) hours and 15 (fifteen) minutes of work in a 24-hour period as defined in Article 9, Overtime.

An employee shall be entitled to change hours of work when the employee is able to secure another employee to work in that employee's place provided:

- (1) Substitution does not impose any additional costs on the City. The person who accepts to trade by agreeing to work shall be held responsible for any costs incurred.
- (2) The Chief of Police or the Chief's designee is notified and approves of the substitution, which approval shall not be unreasonably withheld.
- (3) Neither the department nor the City is held responsible for enforcing any agreement made between employees. It is understood that the employee's first responsibility is to the employee's position with the City.
- (4) The substitution, when approved, does not result in:
  - a. More than eight (8) consecutive days being worked in the nine (9) day work cycle. The nine (9) day work cycle commences on the first day of an officer's regularly scheduled six (6) days on and concludes with the last of three scheduled days off; or
  - b. More than two (2) double shifts (back to back 8.25 hour shifts) being worked during the nine (9) day cycle; or
  - c. Less than 7.75 hours off between the conclusion of a double shift and the officer's next regularly scheduled 8.25 hour shift; or
  - d. Less than 48 hours between the commencement of any double shift, during which no other trade hours can be/or are scheduled.

#### Shift Replacement

##### Six day block vacations.

Whenever a shift drops below identified staffing level because of vacation, it will be increased to the identified staffing level in the following manner:

The junior officer in the same group number from a shift with staffing above the identified staffing level will be reassigned to the shift that is below the identified staffing level.

If two shifts have staffing above the identified staffing level, then the needs of the department will determine from which shift the officer will be reassigned.

#### Less than six day block vacations.

In cases where less than six day block vacations have been signed in the vacation book and approved and it causes the staffing levels to drop below the identified level, the Administration reserves the right to reassign staff giving due consideration to overtime required and then seniority.

#### Emergency situations.

The Chief reserves the right to assign staff to fit the needs of the department when the Chief or the Chief's designee determines that an emergency situation exists.

#### Extended Sick Leave.

Any sick leave of three days or more will be considered extended sick leave and staff will be reassigned to meet the identified staffing level in the same manner as the six day block vacation.

#### Short Term Sick Leave.

If an officer calls in sick and his/her shift is not below the identified staffing level, then the shift will work with the staff available on that shift. If an officer calls in sick and his/her shift would drop below the identified staffing level, then a replacement will be called by using the call-in book. If no officer volunteers to work, then the junior officer from the preceding shift will be held over for four hours and the junior officer from the next shift will be notified to come in four hours early.

#### Off Time, Holiday Time, Schedule Equalization Hours, and Vacation Days not Signed in Vacation Book.

Requests for off time, holiday time, and vacation days not signed in vacation book will be addressed as to the identified staffing level for the shift requested off. Staff will not be reassigned to accommodate off time, holiday time, schedule equalization hours or vacation days not signed in vacation book.

1. The schedule will come out in the middle of the month for the next month (around the 15<sup>th</sup> of the month give or take a day or two, and depending on unusual circumstances such as waiting for an important training date to be finalized).
2. Comp time off requests made after the schedule is out is the responsibility of the Supervisor who will then review and approve or deny based upon staffing levels. If an error is made, the approved day off will still be allowed. Errors made by a supervisor may result in discipline.



### Daylight Savings Time.

When clocks are adjusted for daylight savings time, employees shall be compensated according to actual hours worked, rather than according to the clock. Overtime shall commence after 8.25 hours worked, as specified in Article 9.

### ARTICLE 9 Overtime

Overtime is work in addition to the established schedule of hours of work per day or per work period. Employees shall earn overtime at a rate of time and one-half for overtime hours worked and for overtime hours earned due to required attendance at schools or training programs. Movement of officers from regularly assigned shifts will not create overtime unless it causes more than eight (8) hours and 15 (fifteen) minutes of work in a twenty-four (24) hour period commencing the first hour worked in such twenty-four (24) hour period. If a vacancy is created after the posting of the monthly schedule and that vacancy drops below the identified staffing level, then those hours will be filled on an overtime basis. (Exception, Extended Sick Leave per Article 8.)

Employees shall earn overtime at the rate of straight time in the following circumstance:

1. For voluntary attendance at training or school sessions authorized by the Chief of Police or the Chief's designee.

No overtime shall be paid for the following:

1. For a voluntary schedule change at the request of the officer.

Employees in the classification of Patrol Officer assigned to duties of School Resource Officer or Community Resource Officer shall have their hourly rate for overtime purposes calculated at the same hourly rate as patrol officers assigned to shift duties.

Call-in time shall not be paid for hours worked subsequent to the assigned shift or for attendance at special programs scheduled by, at the request of, or with the consent of, the employee.

Employees shall be entitled to a minimum of three (3) hours call time if an officer is called to, and reports for, work for an emergency or other reason outside of the officer's assigned shift including, but not limited to, appearances in court outside of the officer's regularly assigned shift. Employees who engage in required, duty-related telephone conferences (other than for completion of reports) while off duty are entitled to overtime for the length of the call only. Any employee scheduled for a court appearance, which is subsequently canceled after 5:00 p.m. the day prior to such scheduled court appearance shall be entitled to a minimum of three (3) hours call time. For De Pere Municipal Court cases, in order to receive court cancellation call time, employee shall be required to check their voicemail after 5:00 p.m. the day prior to such scheduled court appearance. Clerical staff will notify officers by voicemail of trial cancellations as soon as practicable. For all other Court appearances, the employee shall follow the Court

cancellation process implemented by the court involved on or after 5:00 p.m. of the day prior to the scheduled Court appearance. City shall provide employees with each Court cancellation process via city email and place on the Administration bulletin board. Employees shall be entitled to a minimum three (3) hours call-in time only for Court appearances, which are not identified as being cancelled by such Court cancellation process. All employees scheduled for a Court appearance, which has been cancelled shall immediately notify the shift supervisor of such cancellation.

Overtime shall not be pyramided.

Employees may accumulate and maintain on a continuous basis up to 180 earned overtime hours (120 hours worked at time and one-half). Employees shall be paid for any earned overtime accumulated in excess of the 180 hour maximum. (Any accumulated overtime hours in excess of 180 will be paid at the next regular payroll date.) Such accumulated overtime shall be subject to the following additional rules and restrictions:

Payment for accumulated overtime under 180 hours will be paid at an employee's request provided the request is included and approved on the employee's time sheet submission to payroll for the corresponding pay period.

#### Overtime Assignment

For purposes of this section, "function" shall mean either patrol function or investigator function. Positions within the patrol function include Patrol Officer and Sergeant. Positions within the investigation function include Detective Sergeant.

Except as indicated below, Patrol Officers and Sergeants shall not be eligible for overtime assignments as Detective Sergeants, and Detective Sergeants shall not be eligible for overtime assignment as Patrol Officers or Sergeants.

Overtime shall be offered on a rotating basis, first by position, then by function. If the overtime assignment is for the position of sergeant and no other sergeant is on duty, the overtime shall be offered to sergeants, but if no sergeant accepts the overtime, assignment shall be filled on an involuntary basis by inverse seniority among sergeants. If a sergeant is already on duty when a sergeant vacancy is created, the overtime assignment shall be offered to patrol officers and filled by inverse seniority if not filled voluntarily. If the overtime assignment is for the position of patrol officer, the overtime shall first be offered to patrol officers and then to sergeants. If no patrol officer or sergeant accepts the overtime, it shall be assigned on an involuntary basis by reverse seniority, first to employees on their scheduled work week, then to others on days off, first to patrol, then to a sergeant. If no employee in the investigator function accepts an overtime assignment, the overtime shall be assigned by reverse seniority. No employee will be scheduled to work in excess of 16.25 hours in a twenty-four hour period, unless there is a scheduled break of 7.75 hours between the end of a shift and the beginning of the subsequent shift. If the employee subject to an involuntary assignment would exceed this



maximum, the next junior employee shall be assigned to fill the vacancy, first to employees on their scheduled work week, then to employees on their scheduled off days. Employees on signed vacation will be inversed last. Work hours could exceed 16.25 hours for emergency situations, unusual staffing shortages, or to complete shift responsibilities (late call or report writing).

This assignment of overtime shall not apply in cases of: (1) overtime that is an extension of an officer's normal assignment (e.g., School Resource Officer duties, Community Resource Officer duties, Detective Sergeant duties related to a specific case or type of case, etc.); (2) overtime for special events or activities (e.g., bike patrol, Celebration, Homecoming, etc.); (3) overtime required due to emergencies; or (4) overtime addressed in the "Short Term Sick Leave" section of Article 8, Hours of Work. Special event and special activity overtime will be offered to all positions, dependent on qualifications, on a rotating basis. If no employee accepts an overtime assignment for a special event or special activity, the overtime shall be assigned by reverse seniority, first to employees on their scheduled work week, then to employees on their scheduled off days as follows: Patrol Officers, then Detective Sergeants, then Sergeants.

Officers will be notified of overtime in a manner designated by the Police Chief.

#### ARTICLE 10 Reduction in Work Force

The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work, or because of a change in organization or duties. Employees whose jobs have been eliminated or hours reduced shall have the right to bump any employee with less time in their classification or less seniority in their pay range or classifications in pay ranges below in the Department provided they are qualified and physically capable of performing the duties of the lower pay classification. An employee, when exercising such bumping privileges, shall be reassigned and paid at the pay range for the classification to which said employee is reassigned. Such junior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been eliminated or hours had been reduced. Employees who are without jobs as a result of reduction in work force shall be placed on a re-employment list. Employees who do not choose to exercise their bumping rights shall also be placed on a re-employment list.

The employer shall maintain a re-employment list of all employees who lose their jobs due to a reduction in force. Such list shall be in the order of the employee's seniority at the time of the reduction in work force, with the most senior being No. "1" on the list. Employees on the re-employment list shall maintain re-employment rights for one (1) year from the date they lose their jobs. Employees shall be recalled from the re-employment list in accordance with their seniority to the jobs, which they are qualified and physically capable of performing. Notice of re-employment shall be sent by the employer to the employee's last known address by registered letter or by personal contact, and the employee shall be required to respond within three (3) calendar days from the date of notification and be available for duty within fourteen (14) calendar days. Employees who do not respond to such employment notices within three (3) calendar days shall be removed from the re-employment list.

If the employer finds that work normally assigned to a particular job classification is available for laid off employees on a temporary or emergency basis, employer shall personally contact employees who are laid off pursuant to this provision and offer such temporary or emergency employment. Contact shall be on the basis of seniority providing the employees are qualified and physically capable of performing such work. Any eligible employee who is not immediately available for such assignment shall not be eligible for placement and the next senior employee thereafter shall be offered the temporary or emergency positions until the immediate needs of the employer are met.

#### ARTICLE 11 Pay Period

Employees shall be paid biweekly.

#### ARTICLE 12 Salaries

The pay of protective occupation employees of the Police Department occupying classified positions shall be on the basis of the schedules herein presented. The salaries listed are on a monthly basis to be paid biweekly. The rates of pay prescribed herein are based on full-time employment at normal working hours. The City shall hire new employees with equivalent experience from another jurisdiction above the "Start" level on the pay scale according to the following schedule:

1-5 years full-time experience as a certified law enforcement officer – Year 2 on the pay scale  
5-10 years full-time experience as a certified law enforcement officer – Year 3 on the pay scale  
10+ years full-time experience as a certified law enforcement officer – Year 4 on the pay scale

#### Wage Schedule

A Patrol Officer may be assigned the duties of Shift Supervisor only after all available Patrol Sergeants have been offered the assignment. When a Patrol Officer is assigned the duties of Shift Supervisor, said employee shall be compensated an additional \$2 per hour for the time worked in said capacity, except where the absence of the Patrol Sergeant is due to a voluntary schedule change as permitted in this agreement or as permitted by department policy. No established practice with respect to temporary assignment of Patrol Officer to the position of Shift Supervisor is recognized or shall be claimed by the employee. Employer specifically reserves the right as a management prerogative to assign the duties of Shift Supervisor to other ranked personnel, a Captain or a Chief of Police, at its discretion. When a Sergeant switches shifts with a Patrol Officer, the scheduled Sergeant will be the Shift Supervisor.

When an officer is assigned and performing the duties of Field Training Officer, that

officer shall receive additional compensation at the rate of \$15.00 (Fifteen) Dollars per Field Training Officer shift worked.

The patrol officer assigned as the canine officer shall receive a \$150 per pay period stipend for home canine care compensation. This amount will be a taxable salary item paid on the regular payroll cycle. Should the canine unit be kenneled or require boarding at a location other than the handler's residence, the aforementioned stipend shall be prorated for such time the canine unit is in the care of the handler.

When an officer is assigned to perform the duties of the Detective Sergeant position, that officer shall receive the Detective Sergeant rate of pay.

January 1, 2021 (+2.00%)

2021 (+2%)	Officer	Detective Sergeant	Sergeant
Start	4884	6872	7081
1 Year	5208	7051	7251
2 Years	5546	7051	7251
3 Years	5911	7051	7251
4 Years	6296	7051	7251
5 Years	6712	7051	7251

January 1, 2022 (+2.5%)

2022 (+2.5%)	Officer	Detective Sergeant	Sergeant
Start	5006	7044	7258
1 Year	5338	7227	7432
2 Years	5685	7227	7432
3 Years	6059	7227	7432
4 Years	6453	7227	7432
5 Years	6880	7227	7432



January 1, 2023 (+2.0%)

1/2023 (+2%)	Officer	Detective Sergeant	Sergeant
Start	5106	7185	7403
1 Year	5445	7372	7581
2 Years	5799	7372	7581
3 Years	6180	7372	7581
4 Years	6582	7372	7581
5 Years	7018	7372	7581

December 1, 2023 (+0.75%)

12/2023 (+.75%)	Officer	Detective Sergeant	Sergeant
Start	5144	7239	7459
1 Year	5486	7427	7638
2 Years	5842	7427	7638
3 Years	6226	7427	7638
4 Years	6631	7427	7638
5 Years	7071	7427	7638

ARTICLE 13  
Longevity Pay

Employees who are receiving wages for hours actually worked or approved leave in accordance with the Vacations, Holidays and Holiday Pay, Sick Leave, Emergency Leave, Jury Duty, or Workers Compensation Benefits articles of this agreement, shall receive additional compensation as longevity pay beginning the first month after qualification of such additional compensation as follows:

- (a) After completion of five (5) years of continuous service - \$20.00 per month.
- (b) After completion of ten (10) years of continuous service - \$30.00 per month.
- (c) After completion of fifteen (15) years of continuous service - \$35.00 per month.
- (d) After completion of twenty (20) years of continuous service - \$40.00 per month.

An employee must work or receive wages for such approved leave for no less than eighty (80) hours during the calendar month to receive longevity pay.

ARTICLE 14  
Shift Differential

Employees, regardless of rank, whose normal duty assignments requires working a shift that begins during the following times, shall receive additional compensation as follows:

- (a) 12:00 noon to 5:59 p.m. - Fifty-five (\$55.00) Dollars per month.
- (b) 6:00 p.m. to 12:00 midnight - Seventy (\$70.00) Dollars per month

ARTICLE 15  
Flexible Benefit Plan

The Employer shall establish and maintain a Flexible Benefit (Cafeteria) Plan as provided by Title 26, U.S.C., Section 125, under which Plan the Association members may choose to exclude from gross income for federal income tax purposes the monies utilized for the payment of health and/or dental and/or life insurance premiums.

Effective January 1, 2001, such plan shall include, at the employee's option, the ability to exclude from gross income for federal and/or state income tax purposes, the monies utilized for dependent care and or un-reimbursed employee health care expenses as provided by Title 26, U.S.C. Section 125.

ARTICLE 16  
Clothing Allowance

All new hires shall receive an initial clothing issue consisting of such minimum requirements as are determined and approved by the Chief or the Chief's designee. Employees will, thereafter, receive the following annual clothing allowance:

2021: \$500.00  
2022: \$500.00  
2023: \$500.00

Such annual allowance shall commence on January 1 following employment for all hired before June 1. Employees hired on or after June 1 shall receive their first clothing allowance on the second January 1 following their date of hire.

In the event employees do not expend the entire amount of their annual clothing allowance in a calendar year, the unexpected amount up to a maximum of \$100 shall be carried forward for use in the subsequent year.

Employees, who resign or are dismissed within the first twelve months of employment

shall reimburse the City the entire cost of the initial clothing issued, excluding items the Employer determines to be re-usable. Employees who resign or are dismissed thereafter shall reimburse the City the clothing allowance granted yet unearned based on the number of months remaining in the year the termination becomes effective.

#### ARTICLE 17

#### Hospitalization, Dental, and Long-Term Disability Insurance

The City shall pay eighty-five percent (85%) of the monthly premium cost for the health insurance plan. Any funds in an employee's HRA account as of December 31, 2015 shall vest with that employee under the terms described in the expired 2011-2013 Agreement.

##### **Dental**

The City shall provide dental insurance coverage equivalent to that provided on December 31, 1978, or as otherwise mandated by the laws of the State of Wisconsin. The City will pay eighty-five percent (85%) of the monthly premium cost for the dental insurance plan.

##### **Illness/Injury/Incapacitation**

The City will continue to contribute at the above rate for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury, other than work related illness or injury.

##### **Retiree Participation**

Upon retirement, an employee may, at his/her option, continue to be covered and insured under the City's hospitalization and medical insurance plan subject to the approval and requirements of the insurance carrier involved. A retired employee exercising such option shall be solely responsible for and shall bear all the expense and premium costs for such continued insurance coverage.

##### **Long-Term Disability**

The City will also provide, at no cost to the employee, a long-term disability or income protection insurance plan.

##### **Identity Theft Insurance**

City will provide identity theft insurance coverage for employees as provided to general employees of the City. The City has the right to cancel, change or modify such coverage at any time for any reason, except that no cost for any of the same shall be borne by Association members. In the event a premium contribution is required by City, coverage for Association members shall terminate the month in which such contribution is required.

#### ARTICLE 18

#### Wisconsin Retirement Fund, Social Security, and Life Insurance



The City will pay the employer's share to the Social Security Fund, Retirement Fund, and the life insurance premiums according to the laws of the State and the United States and, in addition, will pay the employee's contribution to the Wisconsin Retirement Fund up to the following maximum amounts:

January 1, 2014	\$115 biweekly
July 1, 2014	\$90 biweekly
October 1, 2014	\$65 biweekly
January 1, 2015	No further contribution

The City will continue to contribute at the set rate of the life insurance program for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury. The City shall maintain fifty percent (50%) post-retirement insurance benefits in accordance with Section 40.13, Wisconsin Statutes, commencing in January following the first November after the execution of this agreement. A summary of the Municipal Retirement Plan and the insurance programs of the City shall be made available to employees upon request.

#### ARTICLE 19

##### Workers Compensation Benefits

If an employee is injured, and said injury is covered by Workers Compensation insurance, the City will continue to pay the employee's regular daily salary minus any and all

benefits received from Workers Compensation insurance until the employee returns to duty or until such time as the employee becomes eligible to receive benefits from the disability insurance plan provided by the City, whichever occurs sooner.

#### ARTICLE 20

##### Personal Property Loss

The City will pay for the repair or replacement, at the employer's discretion, of personal property damaged while an officer is carrying out his/her official duties as a Patrol Officer for the City, with any and all restitution, court ordered or otherwise, being paid by the City. Payment will be made by the City upon submittal of an invoice, approved by the Chief of Police, on the cost incurred for the repair or replacement of personal property accompanied by a copy of the incident report.

The City's liability hereunder shall be limited to a maximum of Fifty (\$50.00) Dollars for the repair or replacement of a watch, and Twenty (\$20.00) Dollars for any other item of personal property or adornment other than normally authorized and required uniforms, equipment, and prescribed eye wear.

ARTICLE 21  
Liability and Accident Insurance

- (A) The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property, which arises from the operation of a City vehicle.
- (B) The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing his/her duties within the scope of employment.

ARTICLE 22  
Vacations

Employees earning wages for hours actually worked or approved leave pursuant to the Holidays and Holiday Pay, Sick Leave, Emergency Leave, Jury Duty, and Workers' Compensation Benefits articles of this agreement, for not less than eighty (80) hours during any calendar month shall accumulate vacation according to the following schedule:

January 1 is to be used as the anniversary date in determining vacation benefits. Employees hired mid-year shall accrue a proportional part of vacation benefits during the first year of each month of employment up to January 1 of the subsequent year. Such vacation days shall be credited to the employee January 1 of the year following the date of hire; however, employees shall not be eligible to use such vacation days until they have completed six (6) months of employment. If the date of hire of the new employee was on or prior to the 15th of the month, a full month's benefit will be granted. If the date of hire was after the 15th of the month, benefits shall accrue beginning with the first day of the following month. In determining vacation benefits for the year following the date of hire, January 1 of the year of hire shall be used for all employees with a date of hire occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a date of hire during the last six (6) months except as provided below.

- (a) Except as provided in (b) below, Six (6) days after one (1) year of employment.
- (b) Twelve (12) days after two (2) years of employment unless the employee was hired by the city with three (3) or more years of full-time experience as a certified law enforcement officer within the last forty-two (42) months prior to hire, in which case said employee shall be granted twelve (12) days, subject to the date of hire proration. Any employee granted twelve (12) days of vacation (prorated as the case may be) shall remain at this step until the employee's fifth year of protective occupation employment in the department.
- (c) Fifteen (15) days after five (5) years of employment.
- (d) Eighteen (18) days after eight (8) years of employment.
- (e) Twenty-one (21) days after ten (10) years of employment.
- (f) Twenty-two (22) days after twelve (12) years of employment.
- (g) Twenty-three (23) days after fourteen (14) years of employment.
- (h) Twenty-four (24) days after sixteen (16) years of employment.



- (i) Twenty-seven (27) days after 20 years of employment.

Personnel desiring vacation shall submit request for leave to Department Administration. The Chief shall schedule vacations, giving due consideration to longevity rights, the needs of the service and the remaining staff to perform the necessary duties of the department. Longevity for the purposes of this section shall mean length of time employed by the City of De Pere Police Department as a sworn officer.

A vacation schedule shall be posted at each Department quarters on or before the 15th day of May. Vacation leave shall not be accumulative. The Chief, with approval of the City Administrator, may allow earned vacation to accumulate when it is for the best interests of the City. Only upon approval of the Chief of Police and the City Administrator will employees be permitted to be absent from duty due to vacation for any one period which would exceed the amount of vacation time earned during the prior year.

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against vacation leave.

## ARTICLE 23 Holidays and Holiday Pay

### Shift Personnel

- (a) New Year's Day
- (b) Afternoon of the Friday before Easter
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Thanksgiving Day
- (g) Afternoon of December 24th
- (h) Christmas Day
- (i) Employee's birthday
- (j) Afternoon of the last regularly scheduled workday prior to New Year's Day (which shall be referred to as New Year's Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- (k) Anniversary date of employment
- (l) September 11 Anniversary (Effective January 1, 2003)

Holidays may be signed in vacation book according to vacation signing procedures. Employees shall receive compensatory time off or be compensated at the employee's regular rate of pay for holidays earned. Employees to receive payment on the first payroll in the month of December annually for holidays earned, for which compensatory time off was not requested or granted.

Employees who work any of the above holidays shall receive compensatory time off at

the rate of time and one-half for hours worked.

#### Non-Shift Personnel

- (a) New Year's Day
- (b) Good Friday afternoon
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Thanksgiving Day
- (g) The afternoon of the last regularly scheduled workday prior to Christmas Day (which shall be referred to as Christmas Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- (h) Christmas Day
- (i) The afternoon of the last regularly scheduled workday prior to New Year's Day (which shall be referred to as New Year's Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- (j) Three (3) floating holidays

Floating holidays provided under (j), above, must be used during the calendar year earned. They may not be accumulated. Holidays may be signed in vacation book according to vacation signing procedures. Employees shall be entitled to take said holidays with the approval of the Chief or designee and in accordance with the personnel requirements of the Department. The number of floating holidays earned shall be prorated for new employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City.

For shift personnel, employee's birthday and anniversary date of employment are to be floating holidays and, when earned, can be taken upon approval of the Police Chief in accordance with the staffing requirements of the Department. For non-shift personnel, when any legal holiday listed above, with the exception of (g) and (i) falls on Sunday, the following day will be considered a legal holiday. If the legal holiday falls on a Saturday, the previous day will be considered a legal holiday except, where service is necessary, the Police Chief, upon approval of the City Administrator, may designate that certain non-shift personnel of the Department consider Friday their legal holiday and others Monday the legal holiday, all dependent on the continuing efficiency and effectiveness of the Department. To be eligible for any of the above listed holidays, an employee on leave of absence due to on the job injury must have worked within three (3) months before or after the holiday, and employees on sick leave must have worked within six (6) weeks before or after the holiday.

#### ARTICLE 24 Sick Leave

Employees earning wages for hours actually worked or on approved leave pursuant to the



Vacations, Holiday and Holiday Pay, Emergency Leave, Jury Duty, and Workers Compensation Benefits articles of this agreement, for not less than eighty (80) hours during any calendar month, shall accumulate sick leave at a rate of one (1) day per month. Sick leave may be accumulated up to a maximum accumulation of one hundred twenty (120) working days. In order to be granted sick leave with pay, the employee must adhere to the following:

- (a) Report promptly to the Chief or the Chief's designee the reason for his/her absence if he/she is unable to report for duty.
- (b) Permit the City to make such medical examinations or nursing visits as it deems desirable.
- (c) Payment of sick leave will be made upon filing of a sick leave voucher approved by the Chief. Failure to submit any required medical certificate within 24 hours of return to duty shall result in no sick leave pay for the time off work.
- (d) The City can require the employee to submit a medical certificate for any absence of more than two (2) working days. City shall reimburse employee for the medical bill incurred in obtaining the medical certificate.

"Sick leave" means any physical or mental injury, illness or requirement that employees be personally attended by a physician, dentist, or other medical practitioner, or situations where their attendance is required as the result of a medical emergency or grave illness involving an employee's spouse, child, parent or legal guardian which prevents the performance of an employee's regular and usual duties. Sick leave benefits should not be abused. Abuse of sick leave occurs when an employee knowingly misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. Abuse of sick leave shall be grounds for disciplinary action, including removal.

#### Catastrophic Illness/Injury

When an employee has accrued the maximum accumulation of sick leave as set forth, thereafter 50% of the additional sick leave earned and not used (while such maximum level is maintained) will be credited to the employee's catastrophic illness/injury sick leave reserve account. During the last three (3) years of employment, an employee who has, at the time of discontinuance of employment, met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined by Chapter 41, Wis. Stats., may draw from that employee's catastrophic illness/injury sick leave reserve account (if any) for any absence in excess of 80 hours during the annual period due to a catastrophic illness or injury (annual period being the employee's anniversary date of employment).

Catastrophic illness/injury for purposes of this section is defined as an illness, disease, or injury which:

1. Is life threatening or substantially debilitating in nature; and

2. Requires overnight hospitalization; and
3. Necessitates absence from work for a period of more than 80 hours in any annual period (measured from employee's anniversary date of employment).

The employer reserves the right to require physician verification as to the inability of the employee to report for duty, or as to the necessity of any pre- or post-hospital treatment or visitation necessitating absence from work.

The use of sick leave credited to the catastrophic reserve account can only be used for catastrophic injury/illness occurring during the last three years of employment.

The sick leave to be credited to the catastrophic illness/injury sick leave reserve account shall be computed from employee's date of employment based on the records on file in the personnel office.

#### ARTICLE 25 Military Leave

An employee who is inducted into the Armed Forces of the United States for training or service shall be granted a leave of absence without pay for the duration of such time required for such purposes, and for a period of ninety (90) calendar days following the period of actual service. Upon termination of such service, the employee shall have the right to return to his/her position within said ninety (90) days provided the position still exists and employee is still otherwise qualified. Vacancies resulting from leave granted under this section shall be filled only on a temporary basis. One (1) voluntary enlistment shall be considered the same as induction for the purpose of this section, but re-enlistment shall not.

Employees who are members of the regular reserve components of the Armed Forces or the National Guard may be granted two (2) weeks each year for active duty training. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the military pay will be allowed.

#### ARTICLE 26 Emergency Leave

An employee will be allowed a maximum leave with pay for the following relation to the employee and the employee's spouse (the same number of days applies regardless of relation to employee or spouse, unless the relation is specifically identified):

- one work week: spouse or child
- 3 days: parent, legal guardian
- 2 days: sibling, parent-in-law, grandparent, grandchild
- 1 day: sister-in-law or brother-in-law, aunt or uncle, step-sibling, step-child, step-parent,

grandparent-in-law, nieces or nephews.

An employee who acts as pallbearer for a funeral which takes place during the regular working hours may also be granted time off with pay, not to exceed one (1) working day, with the permission of his/her department head. Permission will be granted for this service unless an emergency situation exists and if not detrimental to the operation of the department in the opinion of the department head.

ARTICLE 27  
Alcohol and Controlled Substance Testing

The critical mission of law enforcement justifies the maintenance of an alcohol- and controlled substance-free work environment through the use of a reasonable employee alcohol and controlled substance testing program. The Policy and program are attached hereto as **Exhibit B** and incorporated herein by reference.

ARTICLE 28  
Public Elections

If an employee's work schedule requires same, he/she shall be granted time off to cast his/her vote at all elections held in the City of De Pere.

ARTICLE 29  
Jury Duty

An employee shall be granted a leave of absence if called for jury duty. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the compensation received for jury duty will be paid the employee.

ARTICLE 30  
Outside Employment

No employee shall engage in any outside employment which might in any way hinder or impair an impartial performance of their public duties, embarrass the City government, or impair their efficiency. Employees who wish to obtain outside employment must obtain prior written approval from the Chief of Police. Employees who are granted permission to engage in outside employment must sign such waiver as required by the City.

ARTICLE 31  
Education Expenses

Effective January 1, 1996, the City shall establish an education reimbursement fund in the amount of Three Thousand (\$3,000.00) Dollars annually. The fund shall not prepay any expenses but shall be used to reimburse an employee for costs, which are personally incurred. An employee shall request education cost reimbursement in writing prior to enrollment. The request shall include a description of the anticipated course, summary of anticipated expenses, and



probable time schedule. The Chief shall review the application and determine reimbursement eligibility. In order to qualify for reimbursement under this Article, the course must be required for the attaining of a degree in police career enhancement and previously approved of by the Chief of Police.

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

Satisfactory completion of the education or training program shall be determined as follows:

- (a) A passing grade if on a pass/fail system.
- (b) A grade of A, B, or C on a graded system; a grade of D or Fail shall be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

If an employee is able to choose between pass/fail, audit, or grade system, the grade system must be chosen to qualify for reimbursement. An employee shall submit appropriate proof of completion and an official grade, if applicable, to the Chief as a condition of reimbursement.

Employee expenses eligible for reimbursement under the terms of this Article shall consist of tuition, fees and necessary books, and other educational material; the maximum tuition reimbursement shall be One Hundred (\$100.00) Dollars per credit.

Applications shall be considered in their order of submission to the Chief. If the funds available for employee development are expended prior to any further appropriation, the reimbursement program shall be suspended without recourse.

## ARTICLE 32 Employment Separation

Resignation. To resign in good standing, an employee shall submit his/her resignation in writing to the Chief of Police two (2) weeks in advance of the effective date of his/her resignation. Employees who submit written notice at least 30 days before resignation or their anticipated date of retirement shall be awarded an additional vacation day at the employee's current rate of pay to be paid out with the employee's last paycheck.

Hearing Test. All employees shall submit to a hearing test within two (2) weeks of separation from employment with the City.

Separation Pay. Employees who leave the service of the City for any reason shall receive all pay, which may be due them with the following qualifications:

- (a) Employee shall be paid for all unused accrued vacation providing that the Chief of Police is notified by the employee of his/her resignation in accordance with this

agreement or sufficient reason is given in the absence of said written notice.

Accrued vacation shall include the vacation benefits the employee had earned during the prior year and had not received and the vacation benefits earned on a prorated basis during the year of termination to the date of termination. In determining the benefits earned during the year of termination, a full month benefit will be granted if the termination date was on or after the 15th day of the month; if the termination date was prior to the 15th day of the month, no benefits will be granted for the month in which the termination occurs.

- (b) An employee who owes any money to the City at the time of his/her separation shall have his/her final pay applied against the account of whatever amount may be needed to satisfy it and shall be given a receipt for the amount credited. Partial settlement of an account by application of final pay shall not release an employee from any balance remaining due.
- (c) In case of death of an employee, his/her surviving spouse, if any, shall be paid for accrued vacation and regular pay then accrued. If there is no surviving spouse, then said accrued payment shall be paid to the employee's estate.

Health Insurance. Upon discontinuance of employment of an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or qualified for a disability pension as defined at Chapter 41, Wis. Stats., the City shall pay the retired employee's monthly health insurance premium, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of any accumulated and unused sick pay not to exceed 120 days, effective January, 1988, standing to the credit of that employee as of that employee's date of retirement, and further provided that such payments shall be made only until the employee reaches Medicare eligibility, subject to other limitations contained in this Article.

For employees who retire or retire under disability retirement on or after the date this contract is ratified, the City shall convert 100% of any earned, but unused sick leave into an account for the benefit of the retiree. Eighty-five (85%) percent of the retired employee's monthly health premium shall be paid from such sick leave account by the City and the employee shall pay from their own source (i.e., out-of-pocket) the remaining fifteen (15%) percent of the premium subject to the remaining provisions of this paragraph and contract.

When the funds escrowed for any retired employee have been expended, the monthly premiums shall, thereafter be paid by the employee.

1. In the event that an employee eligible under the sick leave provision and eligible for retirement under the provisions of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the



dependency rules of the Internal Revenue Code.

2. Dependent children will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.

3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children, shall remain the property of the City.

4. This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all sick leave payment programs upon retirement as may have been previously bargained and ratified by the parties to this labor agreement.

5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will be escrowed for purposes of payment of health insurance premiums in accordance with the above policy.

Use of Escrowed Funds for Payment of Hospitalization and Medical Benefits Other than the Plan Provided by the City. A retired employee or the surviving spouse or surviving dependent children eligible for the accumulated sick leave conversion as provided above may utilize such escrowed funds for reimbursement for payment of hospitalization and medical insurance premiums other than those of the plan provided by the City. To receive such reimbursement, the employee, surviving spouse, or surviving dependent children must submit a claim on a continuous quarterly basis and must provide any evidence of enrollment in a hospital or medical plan as may be required by the City. Such evidence may include, at the discretion of the City, the enrollment card, billings, policy, and agent name.

Delay of Use of Benefit. At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed on a one time basis for a period not to exceed sixty (60) calendar months from the date of retirement. If the employee opts to delay such benefit, the employee may continue enrollment under the hospitalization and medical insurance policy provided by the Employer by making premium payments when due from other funds. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew the enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one (1) month of written request or failure to require the City to begin to draw on the sick leave conversion funds prior to the sixty (60) month anniversary of that employee's retirement shall result in forfeiture of any entitlement to the sick leave conversion benefit as provided hereunder.



Transfer of Accrued Compensatory Time. Upon discontinuance of employment, an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or qualified for a disability pension as defined at Chapter 41, Wis. Stats., may transfer up to one hundred twenty (120) hours of compensatory time to his/her sick leave account for any illness occurring in the last thirty-six (36) months of employment which necessitated absence from work for a period of forty (40) or more consecutive hours. The Employer reserves the right to require physician verification as to the inability of the employee to report for duty.

Such transfer of compensatory time shall not result in the employee's total accrued sick leave balance exceeding one hundred twenty (120) days. Transfer of compensatory time will not be allowed where the employee has utilized benefits under the Catastrophic Illness/Injury section of this Article. The total amount of compensatory time transferred by the employee to his/her sick leave account under this provision may not exceed the lesser of one hundred twenty (120) hours or the amount of time the employee was actually absent.

### ARTICLE 33

(Available for Future Use)

### ARTICLE 34

#### Right to Strike

Because the public health, safety, and welfare may be adversely affected thereby, no employee shall have the right to engage in or encourage any form of sit-down or, in fact, any form of work stoppage or strike for any reason against the City. A refusal by an employee to perform an assignment injurious to his/her health or physical safety shall not be considered a violation of this section.

### ARTICLE 35

#### Grievance Procedures

#### Disciplinary Proceedings

1. Grievances. A grievance is defined as any complaint involving the interpretation, application or alleged violation of the terms of this agreement involving wages, hours, and conditions of employment other than proceedings conducted pursuant to Section 62.13(5), Wisconsin Statutes. A grievant may be an employee or, upon the mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding.

- a. The Chief of the Department or the Finance/Personnel Committee, or members thereof, may confer with the Union and such employees or other persons they deem appropriate before making their determination.
- b. The calendar days indicated at each step should be considered a maximum. The time limits may be extended by mutual consent.

c. Steps in the procedure may be waived by mutual agreement of the parties.

(Step 1) In the event of a grievance, the grievant, or the Union on his/her behalf, shall have the right to present the grievance in writing to the Chief within twenty (20) calendar days of the date of the act or occurrence involved. The grievance shall contain a statement of the facts upon which the grievance is based and state the action requested. The Chief shall furnish the grievant or the Grievance Committee an answer within ten (10) calendar days after receiving the grievance.

(Step 2) If the grievance is not satisfactorily resolved at Step 1, the written grievance may be appealed and submitted to the Finance Committee within five (5) calendar days of receipt of the Chief's decision. If such appeal is submitted, the Chief shall submit a full report to the Finance/Personnel Committee. The Finance/Personnel Committee shall, within ten (10) calendar days of receipt of the written appeal, furnish the grievant or the Union with its decision thereof.

(Step 3) Grievances not resolved at Step 2 may be appealed within twenty (20) calendar days to the Wisconsin Employment Relations Commission for arbitration. Such Commission shall appoint an arbitrator; the dispute shall be presented to such arbitrator for determination, which shall be final and binding.

## 2. Suspensions, Reductions in Rank, and Termination.

Suspension, reduction in rank, and dismissal of bargaining unit members shall be governed by the procedures set forth in Section 62.13, Wis. Stats. Discipline not governed by Section 62.13, Wis. Stats., shall be subject to, and governed by, the procedures in this grievance procedure.

### ARTICLE 36 (Available for Future Use)

### ARTICLE 37 Savings Clause

If any article, sentence, clause or phrase of this contract shall be held, for any reason, to be inoperative, void or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 38  
Amendment Provision


This agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and the Association where mutually agreeable. The waiver of any breach, term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.


ARTICLE 39  
Duration

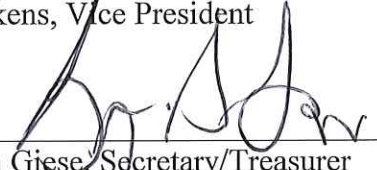
This agreement shall become effective as of January 1, 2021 and remain in force and effect to, and including December 31, 2023, and shall renew itself for additional one (1) year periods until, and unless, a subsequent agreement is entered into.

This agreement is entered into this 18<sup>th</sup> day of May, 2021.


**DE PERE POLICE  
BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
Charles Leiterman, President

  
\_\_\_\_\_  
Brian Arkens, Vice President

  
\_\_\_\_\_  
Benjamin Giese, Secretary/Treasurer

**CITY OF DE PERE**

  
\_\_\_\_\_  
James G. Boyd, Mayor

  
\_\_\_\_\_  
Carey E. Danen, City Clerk



## Exhibit A

Note: Detailed maps for the Counties dissected by the 30-mile radius (Counties of Calumet, Door, Kewaunee, Manitowoc, Oconto, Outagamie, Shawano, Winnebago) that will guide the determination of compliance with the residency requirement are maintained in the office of the City of De Pere's Human Resources Department.

