

- 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 of Menasha and the Menasha Professional Police Union and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.
- B. The City of Menasha agrees that there shall be no discrimination by the City against any member of the Menasha Professional Police Union because of his/her membership or activities in the Union, nor will the City of Menasha interfere with the right of any police officer to become a member of the Menasha Professional Police Union. The Menasha Professional Police Union agrees that neither it nor any of its members will discriminate against an employee of the City for any reason.

ARTICLE II - RECOGNITION

- A. The City recognizes the Menasha Professional Police Union, Local 603, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for all full-time law enforcement officers of the Menasha Police Department with the full power of arrest, excluding managerial, confidential and supervisory personnel, for the purpose of engaging in conferences and negotiations establishing wages, hours, and conditions of employment for those employees.
- B. The City of Menasha will be referred to as "the City" or "the Employer" and the Menasha Professional Police Union shall be referred to hereafter as "the Union." All employees in the bargaining unit entitled to receive the benefits of this Agreement shall be referred to as "police officers," "employees," or "officers."

ARTICLE III - MANAGEMENT RIGHTS

The City possesses the sole right to operate the Menasha Police Department and all management rights repose in it, subject only to the provisions of this agreement and applicable law. These rights, which are normally exercised by the Chief of Police, include but are not limited to the direction of all operations of the Menasha Police Department, the establishment of reasonable work rules, the discipline of employees pursuant to Section 62.13, Wisconsin Statutes, the assignment and transfer of employees within the department, and the determination of the number and classifications of employees needed to provide the services of the department. These rights shall be exercised in a reasonable manner and shall not be used to discriminate against any employees.

ARTICLE IV - WAGES AND WAGE BENEFIT

- A. The following shows the monthly pay schedule for the term of this agreement, and the requirements related to the various steps.

PAY RATES

	<u>Step</u>	<u>Monthly Pay</u> <u>+3% Effective</u> <u>1/1/2012</u>
Patrol Officers	1	\$3,539
	2	\$3,890
	3	\$4,281
	4	\$4,707
	5	\$5,138
	6	\$5,281

	<u>Step</u>	<u>Monthly Pay</u> <u>+2% Effective</u> <u>1/1/2013</u>	<u>Monthly Pay</u> <u>+2 % Effective</u> <u>12/31/2013</u>
Patrol Officers	1	\$3,610	\$3,682
	2	\$3,968	\$4,047
	3	\$4,367	\$4,454
	4	\$4,801	\$4,897
	5	\$5,241	\$5,346
	6	\$5,387	\$5,495

	<u>Step</u>	<u>Monthly Pay</u> <u>+1% Effective</u> <u>1/1/2014</u>	<u>Monthly Pay</u> <u>+1% Effective</u> <u>7/1/2014</u>	<u>Monthly Pay</u> <u>+1% Effective</u> <u>12/31/2014</u>
Patrol Officers	1	\$3,719	\$3,756	\$3,794
	2	\$4,087	\$4,128	\$4,169
	3	\$4,499	\$4,544	\$4,589
	4	\$4,946	\$4,995	\$5,045
	5	\$5,399	\$5,453	\$5,508
	6	\$5,550	\$5,606	\$5,662

STEP REQUIREMENTS

	<u>Step</u>	<u>Time To</u> <u>Attain</u> <u>Step</u>	<u>Minimum</u> <u>Time</u> <u>In Step</u>	<u>Maximum</u> <u>Time</u> <u>In Step</u>
Patrol Officers	1	Hire	1 year	1 year
	2	1 year	1 year	1 year
	3	2 years	1 year	1 year
	4	3 years	1 year	1 year
	5	4 years	1 year	1 year
	6	As assigned	--	--

1. The Chief of Police may assign officers to serve as OIC's, who will perform certain duties of a Supervisory Lieutenant. These assignments are not permanent. The selection and duration of such assignments are made at the discretion of the Chief of Police. When so assigned as OIC's, officers shall receive grade 6 pay for all hours worked as an OIC, but not less than two (2) hours for each assignment.
2. The Chief of Police may assign officers to various investigative assignments including criminal investigation, forensic computer, juvenile investigation, police school liaison, drug investigation (MEG) and crime reduction. These assignments are not permanent. The selection and duration of such assignments is made at the discretion of the Chief of Police. Patrol Officers so assigned shall receive grade 6 pay for the actual time spent in such assignment.
3. Field training officers shall receive Step 6 pay for all hours worked as an FTO.
4. The City shall pay an additional \$200 on the first paycheck in December in the assignment of CRT, Evidence Tech, or CSO Training if that Officer has participated in that assignment for at least 11 months. Any officer assigned to more than one of the above assignments shall only be entitled to \$200.
5. In recognition of additional duties such as care of the dog, the K-9 officer shall receive step-6 pay during such assignment.

C. Holidays

1. The following ten (10) days are considered holidays:

New Year's Day	Thanksgiving Day
Easter Sunday	The Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
2. The holiday period is defined as beginning at 6:00 AM on the holiday and ending at 6:00 AM the day after the holiday.
3. All officers will receive pay for holidays on their payroll check twice each year on the second paycheck in May and the second paycheck in November. Anyone receiving holiday pay who is no longer employed on a holiday for which that officer has been paid will have the holiday pay deducted from their last paycheck.
4. Officers who are required to work on a holiday will receive straight time pay plus time and one-half (total 2-1/2 times) for all hours worked.
5. Officers not normally scheduled to work weekends such as investigatory officers and officers on special duty assignment, will be subject to being scheduled off from work on any of the above holidays at the determination of the Police Chief or his/her designate.

...ed to clarify the language of Article IV.C. 4. Officers will also
...ay pursuant to Article IV.C.3. above.

Regular Schedule-
Worked Holiday: 8 hours regular
12 hours holiday pay rate (1.5 times hours worked)

Sign-up Overtime-
Holiday: 12 hours holiday pay rate (1.5 times hours worked)

Regular Schedule-
Worked Holiday-
4 hrs OT sign-up: 8 hours regular
12 hours holiday pay rate (1.5 times hours worked)
The first two are for first 8 hours
6 hours holiday rate (1.5 times hours worked)
The additional 4 hours worked

Regular Schedule-
Worked Holiday-
4 hrs Forced OT: 8 hours regular
12 hours holiday pay rate (1.5 times hours worked)
The first two are for first 8 hours
6 hours holiday pay rate (1.5 times hours worked)
The additional 4 hours worked
2 hours call-in time

Off day Holiday-
Forced in 8 hours 12 hours holiday pay rate (1.5 times hours worked)
2 hours call-in time

D. Differential Pay

1. A shift differential will be paid at the rate of forty cents (\$0.40) per hour for all hours actually worked by scheduled shift officers from 6:00 p.m. to 6:00 a.m.

E. Clothing Allowance

1. The Chief of Police or designee will administer the following clothing program:
 - a. At the time of hire a police officer will be allowed up to \$500.00 for his/her initial uniform requirement.
 - b. Subsequent to the year of hire, each police officer shall be paid \$400 each calendar year as a clothing allowance. Two Hundred Dollars (\$200.00) shall be paid on the second paycheck in January and Two Hundred Dollars (\$200.00) shall be paid on the second paycheck in June. These sums shall be used for the purchase of designated official Police Department uniforms and approved accessories as authorized by the Chief of Police or his/her designee.

Clothing allowance is increased to \$500 effective January 1, 2008. Two Hundred Fifty Dollars (\$250.00) shall be paid on the second paycheck in

Hundred Fifty Dollars (\$250.00) shall be paid on the second

Any balance in current officers' accounts as of December 31, 2000 will be paid out with the January 2001 payment.

- c. Each and every police officer will maintain at least one full, properly fitted set of the designated official Police Department uniform.
- d. Officers shall be compensated for items of personal property which are damaged or broken during the normal course of an Officer's duties subject to these restrictions:
 1. The item must be a necessary part of the Officer's duties.
 2. A receipt or estimate of repair or replacement must be provided.
 3. Annual maximum of \$50.00 per officer.
 4. Any recovery through restitution or a civil suit requires repayment to the City within 10 days of payment.
2. Each officer shall be reimbursed to a maximum of \$300.00 per year for cleaning and repair of uniforms, payable in One Hundred Fifty Dollar (\$150.00) installments on the first paycheck in June and the first paycheck in December.
3. The City will pay the cost of changes in uniform which require the purchase of new additional items or the purchase of replacements which cause the immediate obsolescence of existing items. The cost of phased changes will be borne by the officers.
4. All officers who agree in writing to wear an approved body armor and who also certify by November 1 of each year that the officer has worn the safety vest while on duty shall be eligible for a bonus equal to one percent (1%) of his/her annual base wage to be paid on the first paycheck in December. This sum shall be in the nature of a bonus and shall not be added to base wages, nor shall it be included when calculating the hourly rate for purposes of overtime, or the payout of any benefits at termination of employment. Those officers assigned to plain clothes duty shall be required to wear the body armor for all appropriate duties. The Chief of Police or his/her designee may grant exceptions to this requirement.
5. The City will purchase the body armor for all newly-hired officers and shall replace current officer vests on a rotating basis such that 20% of the vests will be replaced each year, for all officers who comply with paragraph F.4.

F. Health, Dental and Vision Benefits

1. Effective with this Agreement, the City will provide health insurance to include a prescription drug plan, dental and vision coverage.

the following percentages of the premium costs for dental, vision and health insurance:

2012: Dental 10%; Vision 10%; Health 0%

2013: Dental 10%; Vision 10%; Health 0%

2014: Dental 10%; Vision 10%; Health 0%, except that the City shall be entitled to request that the labor contract be re-opened for the purpose of collectively bargaining insurance premium contributions if insurance premiums increase by greater than 10% during the term of the contract. Requests to re-open shall be in writing. Upon receipt of such request, the collective bargaining agreement shall be opened, and the parties shall meet at mutually agreeable times and places for the purposes detailed above.

3. Each employee shall be eligible to change health insurance choice on an annual basis. This annual election shall not apply to vision coverage. Each employee will be eligible to change vision insurance coverage when the vision insurance contract expires.
4. The City may from time to time change the insurance plan design if it elects to do so. At least thirty days advance notice of any change shall be provided to the Union.
5. No employee shall make any claim against the City for additional compensation in lieu of or in addition to his/her premium paid by the City because he/she does not qualify for the employee/child, employee/spouse or family plan, nor in the event that employee does not elect to take health, dental or vision insurance through the City.
6. Employees who retire shall be eligible to continue health care plan coverage only, at their expense until that employee is eligible for Medicare. When the retired employee becomes eligible for Medicare, that retired employee's spouse will be eligible to continue Single Health Plan coverage only, at his/her own expense, until that spouse is eligible for Medicare, provided that spouse does not have other health care coverage and meets the eligibility requirements of the plan.
7. Any employee requesting the assistance of the City with any question regarding health, dental or vision benefits shall be obligated to sign a release of his/her privacy rights prior to any City staff member from engaging in such assistance.

G. Life Insurance

Police officers shall be entitled to subscribe to, or to continue to participate in, the State Group Life Insurance Program provided by the City and in accordance with the provisions of that program. The City shall continue to pay the City's share of the premiums for such life insurance.

H. Educational Incentive Program

Any such officer who receives or holds a degree from an accredited college or university and presents such certification to the Chief of Police and has attained Step IV shall receive the following monthly compensation not to be pyramided:



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\$100.00
 \$125.00
 \$150.00

I. Retirement

Effective 1/1/2012, Employees agree to pay one-third (1/3) of the employee required contribution to Wisconsin Retirement System. Effective 1/1/2013, Employees agree to pay two-thirds (2/3) of the employee required contribution to Wisconsin Retirement System. Effective 1/1/2014, Employees agree to pay the employee required contribution to Wisconsin Retirement System.

J. Section 125 Plan

Install a Section 125 Plan and allow employees to participate as soon as administratively possible upon settlement of this Agreement. At least 25% of the bargaining unit employees must agree to participate for the plan to be offered. The Section 125 Plan will be offered so long as the Internal Revenue Service offers this tax break.

ARTICLE V - WORKING CONDITIONS

A. Work Hours

1. The normal work day shall consist of an eight-hour, twenty-minute shift for shift work officers. The normal work day shall consist of eight hours for non-shift working officers.
2. The work week will provide a work schedule no less than five working days, two days off, five working days, three days off, five working days, three days off, on a repeating cycle.
3. Officers assigned to various investigative assignments as described in Article IV who normally work a Monday through Friday work schedule, will receive one (1) kelly day every four weeks as assigned or approved by the officers' supervisor.

4. Overtime

- a. Overtime shall be compensated at the rate of time and one-half in excess of the scheduled work day or work period.
- b. Overtime may be taken in cash or compensatory time off, to be determined by the Chief. However, accumulated overtime may not exceed fifty (50) hours.
- c. All overtime in excess of fifty (50) hours will be paid along with the earnings of the following pay period.
- d. Any overtime earned within a specific calendar year and carried over to the following year or years shall be paid at the rate in existence at the time of earning.
- e. Assigned overtime shall be posted by the Chief of Police or his/her designee;

vertime shall not be included in the assignment of sign-up

- f. The current posted overtime policy will be followed.
- g. Any overtime designated as compensatory time off will only be used as compensatory time off, including time transferred between officers.
- h. Any overtime earned as a result of mutual aid assignment or any special outside assignments will be paid in cash only.
- i. At the time of termination an employee shall be paid for all earned but unused compensatory time.
- j. After September 1, any Officer who has had the maximum fifty (50) hours of compensatory time on the books for 90 consecutive days may request that five (5) days of the accumulated compensatory time be paid to that officer. The Chief of Police or his designee has the discretion to make such payment if the department's budget allows. The payment will be made on the first check issued two weeks after the Human Resources Department is notified of the Chief's approval.

5. Call-in Time

- a. The employee will be paid two (2) hours at straight time plus a minimum of two (2) hours at the rate of time and one-half for any special event or emergency requiring the officer's reporting to the station, but excluding assigned training sessions.
- b. Any time an officer is required to work before or after his/her normal shift to fill a vacancy, he/she will be credited with two (2) hours call-in time in addition to his/her pay received under Section V(4)(a).
- c. Call time provisions will apply on shift changes when the officer has not been notified at least 24 hours in advance of the advised reporting.

In the instance of a scheduled Court appearance, the Officer shall call the Department 2 hours before the scheduled Court appearance. If the Court appearance has been cancelled, no call-in time or Court time will apply.

- d. No Officer may receive more than one three-hour minimum on any day for scheduled Court appearances, unless the Court appearances are scheduled such that one is between 8 a.m. and 12 p.m., and one is between 12 p.m. and 5 p.m.
- e. Each officer shall be required to participate in an annual hearing exam. No call time will be paid for the annual hearing exam, unless the notification for the hearing exam is given less than 24 hours before the exam. A minimum of two hours overtime will be paid if the hearing exam is scheduled outside of the officer's normal shift.

A minimum of three (3) hours will be allowed for time spent for court appearance. Court time outside of scheduled working hours shall be included in the calculation of overtime, however, in the event an officer is not given 24 hours notice of a court appearance, time will be calculated at 2-1/2 times the normal rate of pay.

7. Stand-by for Mutual Aid

In the event of requests by participating municipalities in the mutual aid pact for an employee to stand by for a contemplated emergency, the employee will be entitled to compensatory time off in the amount of two (2) hours for each day of requested stand-by.

8. The City shall be allowed to hire certified Officers who have worked for other Police Departments and establish that Officer within the salary structure. Such placement shall be totally within the discretion of the Chief or his/her designee. Promotional opportunities for any person so placed shall be within the complete discretion of the Chief or his/her designee. Any such placement shall only affect salary. All other fringe benefits, seniority based selection opportunities, as well as probationary status shall not be affected by such lateral transfer. The minimum years of service to qualify for a lateral entry shall be five years as a full-time certified Officer in Wisconsin or another state. Military service shall not be included.

B. Vacations

1. Vacation with pay shall be given as follows:

Years of Service	Vacation of Allowance
1	2 weeks and one day
6	3 weeks and two days
13	4 weeks and two days
18	5 weeks and two days

2. If the first year of service is completed prior to July 1, two (2) weeks shall be given.
3. If the first year of service is completed between July 1 and November 1, one (1) week shall be given.
4. If the first year of service is completed after November 1, no vacation shall be allowed until the next calendar year.
5. All vacations must be taken in increments of full weeks unless a split vacation is approved by the Police Chief. Full week vacations will take priority over split week vacations for scheduling purposes.

The additional vacation days shall be treated as all other single vacation days. Where possible, the Officer should schedule this additional vacation day so as to avoid overtime.

6. All vacations shall be that time which falls between regular scheduled days off.

vacation schedule available for all employees on or before December 1st for the members of the Department to select their vacations. The order of selecting vacations shall be by seniority, however, the Chief shall retain the right to adjust the vacation schedule at his/her discretion, subject to the needs of the Department. All members with three (3) or more weeks shall sign up for the third week of their vacation after all employees have signed for their first two (2) weeks.

8. All vacations shall be taken on a current year basis and shall not accumulate from year to year.
9. If vacation cannot be taken during the current year due to unforeseen emergency circumstances, the unused vacation will be paid to the employee, in cash, on the first paycheck following January 1st of the new year.
10. Scheduled days off which are continuous with paid vacation of one consecutive week or more shall be treated the same as paid vacation time off for call-to-work purposes.
11. All vacation sign-ups for single days shall be done prior to December 1 of each year. The Chief or his designee may grant an exception to this provision if exceptional circumstances apply.

C. Sick Benefits

1. Employees are entitled to earn one-and-one-fourth (1-1/4) days sick leave for each month worked commencing at the employee's date of hire, accumulative to 120 days.
2. In the event of sudden or serious illness of a member of the officer's immediate family which requires his/her presence at home, the use of sick leave for emergency leave is authorized up to three (3) days in any calendar year.
3. An employee who is off three or more consecutive work days shall provide the Chief with a doctor's certificate upon his/her return to work. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for such period or absence.
4. All sick leave shall be subject to administration by the Chief and shall be used only for sickness of the employee, except for the provisions of paragraph 2 above.
5. Each employee after having attained the maximum accumulative sick leave, shall at the end of each year be credited with two-thirds (2/3) day for each day of current allowance not used; and upon retirement the total of such credits, plus two-thirds (2/3) day for each day of accumulative sick leave in excess of sixty (60) days shall be applied at the employee's base rate to the extension of health insurance benefits. In the event of death of an employee or retiree, any such credits not used shall be applied to the extension of health insurance benefits for eligible survivors.
6. Effective January 1, 2004, in addition to the provisions of 5 above, upon retirement of an employee who is immediately eligible for a retirement annuity from the Wisconsin Retirement System and not reduced for early retirement reasons, the City will place in escrow at the employee's current base rate of pay up to a maximum of 75 days of unused, accumulated sick

...ing month health insurance premiums until the escrow fund is

D. Funeral Leave

1. Funeral leave pay will be limited to scheduled time lost within the period beginning with the day of death and ending the day of the funeral, except not to exceed three (3) days.
2. Three-day funeral leave shall include the death of the employee's spouse, son, daughter, step-son, step-daughter, legal wards, father, mother, step-father, step-mother (two per career), sister, brother, father-in-law, mother-in-law.
3. One-day funeral leave shall include the employee's brother-in-law, sister-in-law, and grandparents.
4. An employee may request funeral leave, not to exceed 3 days, in the event the circumstances of the relationship between the decedent and employee warrant additional funeral leave. Such request shall be made to the Personnel Director or to the Department Head if the Personnel Director is unavailable.

E. Military Leave

1. Whenever an employee attends an encampment for which he/she is reimbursed by the Federal Government, he/she shall have the option of turning over his/her federal check to the City in the exchange for the City check or, in the alternative, keep the military check and not receive his/her City salary check. In no event may the employee retain two (2) checks.
2. In no event will the time spent in said military encampment be charged against his/her vacation pay or sick leave; provided however, that such encampment shall not exceed a period of two (2) weeks.

F. Probationary Period. The probationary period shall be 18 months or as otherwise established by the Police and Fire Commission pursuant to State law.

G. Light Duty. Change the light duty policy so there is no distinction between pregnancy and any other off-duty condition resulting in a request for Light Duty.

ARTICLE VI- MISCELLANEOUS PROVISIONS

A. Fair Share

1. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and bylaws.
2. The Employer shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation

and in Section 111.70(l)(f), Wis. Stats., and as certified to the Union. The Employer shall pay said amount to the treasurer of the Union on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Union; however, all employees, except exempt employees, shall be required to pay their full (annual) fair share assessment regardless of the date on which their fair share deductions commence. The Employer will provide the Union with a list of employees from whom deductions are made with each monthly remittance to the Union.

- a. The Union shall notify the City of the amount certified by the Union to be the fair share of the cost of representation by the Union and the date for the commencement of fair share deductions, (two weeks) prior to any required fair share deduction.
 3. The Union agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Union agrees to inform the Employer of any change in the amount of such fair share costs.
 4. The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amounts.
 5. The Union does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this Article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.
- B. Union Business
- Bargaining committee members shall be given permission to attend meetings with the City during working hours subject to the need for police officers on duty.
- C. State Convention
1. The City shall allow two (2) officers to attend the State AFSCME convention.
 2. Any officer not on his/her regular days off the three (3) days for the convention will be allowed to use vacation time or compensatory time for the convention.

1) car to provide transportation at the current authorized rate business.

4. Upon application to the City Clerk, such pay may be drawn previous to the event.

D. Residency.

Effective 1-1-87, all employees hired after 1-1-87 must maintain their permanent residence within a twenty (20) mile radius of the nearest City limit to their permanent residence. Employees hired prior to 1-1-87 shall have no restrictions as to their place of residence, however, any employee hired prior to 1-1-87 who changes his/her permanent place of residence after 1-1-90 must maintain his/her permanent residence within a twenty (20) mile radius of the nearest City limit to his/her permanent residence.

E. Officers shall be allowed a reasonable period of time while on duty to cash paychecks with approval of the Supervisory Lieutenant, Operations Lieutenant of Investigations Lieutenant.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance shall mean any controversy which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees or the City concerning this contract.

B. Time Limitations

If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

C. Settlement of Grievance

Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

D. Steps in Procedure

Step 1

The grievant, either alone or with one (1) Union representative, shall present his/her grievance in writing to the Supervisory Lieutenant or Lieutenant within fifteen (15) calendar days after he/she knew the cause of such grievance or the grievance shall be deemed to have been waived. In the event of a grievance the employee shall perform his/her assigned work task and grieve his/her complaint later. The Supervisory Lieutenant or Lieutenant shall, within ten (10) calendar days, inform the employee, and the Union representative, where applicable, of his/her decision.

If the grievance is not settled at the first step, the grievant with one (1) Union representative, within five (5) calendar days after the decision of the Supervisory Lieutenant or Lieutenant, shall present his/her grievance to the Police Chief. The Chief shall meet with the employee and his/her Union representative. The Chief will review and further investigate the grievance. The Chief will inform the aggrieved employee and the Union in writing of his/her decision within fifteen (15) calendar days after the receipt of the grievance.

Step 3

If the grievance is not settled in the second step, any grievance which is not covered by Section 62.13 of the Wisconsin Statutes (i.e., discipline or discharge grievances) and does not involve the authority of the Chief of the Police Department but rather relates only to the interpretation of this contract, shall be submitted to the Personnel Director. This appeal shall take place within five (5) calendar days after receipt of the written decision of the Chief. The Personnel Director shall inform the aggrieved and the Union in writing of the decision within fifteen (15) calendar days after receipt of the grievance by the Personnel Director.

E. Procedure in Event of Discipline or Discharge

In the event that a permanent employee is disciplined, he/she shall be advised in writing of the reasons for the disciplinary action with sufficient information adequately advising the employee of the conduct giving rise to the disciplinary action. The employee shall be given the opportunity to file a written response to the written notice of discipline.

ARTICLE VIII - ARBITRATION

A. Time Limits

If a satisfactory settlement is not reached in Step 3 of the grievance procedure, depending upon the nature of the grievance, the employee and the Union must notify the City in writing within five (5) calendar days after the decision of either the Mayor or the Personnel Committee, whichever is applicable, that they intend to process the grievance to arbitration or the appeal shall be deemed to have been waived.

B. Arbitrator

Before the arbitration hearing, the City and Union shall use their best efforts to select a mutually agreeable arbitrator. If the City and Union are unable to agree on an arbitrator within ten (10) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five impartial arbitrators. The Union and the City shall then alternately strike two parties each on the slate with the party filing the grievance exercising the first and third strikes. The Union and the City shall exercise their strikes within ten (10) days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strikes shall then be notified of his/her appointment as arbitrator in a statement from the Union.

The arbitrator shall use his/her best efforts to mediate the grievance before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Union which shall be final and binding upon both parties. The arbitrator's decision on the arbitrability of any issue will be final and binding.

D. Costs

Each party shall share equally in the costs and expenses of the arbitration hearing. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney's fees. Testimony or other participation by employees during arbitration proceedings shall take place outside of working hours if possible, but in any event, such participation shall not be reimbursed or paid for by the City. The arbitration hearing shall be conducted in the City Hall.

E. Decision of the Arbitrator

The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The Arbitrator shall not modify, add to, or delete from the express terms of this Agreement.

F. Time and Motion Limits

If possible, all grievances shall be processed outside the normal work day. Permission must be received from the immediate supervisor before an employee shall leave a particular work assignment to conduct Union business.

G. Right to Counsel and Review

An employee who was notified of pending disciplinary action shall be advised of his/her right of counsel, availability of assistance from the Union and right to review of the disciplinary action by the Menasha Fire and Police Commission under the provisions of Section 62.13 Wisconsin Statutes. All disciplinary action and all appeals from such action by the affected employees shall be taken pursuant to the provisions of Section 62.13 Wisconsin Statutes.

H. The grievant and one union representative shall be entitled to attend an arbitration proceeding at no loss of pay if the arbitration is scheduled during that officers normal shift.

I. Calendar days in paragraph A shall not include Saturday, Sunday and paid days off.

ARTICLE IX - UNION ACTIVITY

Union business shall be transacted outside of normal working hours, whenever possible. The Union agrees to provide written notification to the City within seven (7) days following the election or



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es or other officials involved in enforcing this Agreement.
e orderly and efficient operation of Police Department

ARTICLE X - OUTSIDE EMPLOYMENT

Any employee who wishes to engage in gainful part-time employment may do so subject to the following rules and regulations:

A. Notification of City

Prior to accepting or undertaking any outside employment, the employee shall furnish to his/her department head the following information:

1. A statement setting forth the name of the employer or that said employee will be self-employed.
2. The hours of employment and type of work.

B. Prohibited Outside Employment

No member may engage in any part-time employment which will interfere with his/her efficiency or availability for duty, nor the health, safety or welfare of the public; nor shall any member engage in any part-time employment which involves any conflict of interest including services of process with his/her present employment or is in violation of any state, county, or municipal statutes, ordinances or regulations; nor shall any member engage in any part-time employment which employment requires a securing of any license or approval from the municipal employer.

C. Emergencies

In the event the employee's department head decides that in his/her judgment a state of emergency exists, he/she may unilaterally rescind for the duration of the emergency any and all of the outside employment privileges as provided in this section. In the event any emergency exists whereby the department head calls the employee to duty outside his/her normal shift, said member agrees to report regardless of the fact that he/she may be engaged in the gainful part-time employment provided for in this Section.

D. Waiver of Sick Leave

Prior to undertaking any part-time employment, said employees shall, in writing, waive any and all claims for sick leave compensation or any other non-accrued benefits arising by reason of the fact that a disability occurred as a result of such part-time employment. In the event any employee suffers a major injury as a result of said part-time employment disqualifying him/her temporarily for work, he/she must secure a written statement from the attending physician that his/her injury has not left him/her in any fashion incapacitated prior to returning to duty. In the event of disability or inability to work by reason of injury or illness occurring as a result of such part-time employment, substitution by other employees for such injured employee shall not be permitted.

XI - DUTY INCURRED INJURY

If an employee is injured or disabled as a result of any incident or accident occurring in the performance of his/her duties, the City shall pay the employee, during the entire period that he/she is prevented from work thereby, the difference between the take home salary of the employee and any benefits the employee may receive under Worker's Compensation, Chapter 102, Wisconsin Statutes and disability pension provisions of Chapter 41, Wisconsin Statutes until the employee reaches retirement age under Chapter 41.

The employee agrees to endorse over his/her Worker's Compensation checks and disability pension checks to the City in exchange for his/her regular salary check to fulfill the provisions of this section.

ARTICLE XII - NO STRIKE AGREEMENT

The Union and its members agree they will not instigate, sponsor or engage in any strike, picketing, slowdown or any other intentional interruption of work during the terms of this Agreement.

ARTICLE XIII - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

ARTICLE XIV - SAVINGS CLAUSE

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

ARTICLE XV - TERM OF AGREEMENT

- A. This Agreement shall be effective on January 1, 2012 and shall remain in full force and effect until and including December 31, 2014, and shall be automatically renewed from year to year unless either party, pursuant to this Article has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.
- B. The following bargaining procedure shall be followed by the parties:



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..., or any subsequent year, the Union shall present its proposals to the City.

- 2. The City shall present its proposals to the Union by August 1st of that year.
- 3. Negotiations will commence no later than September 1st of that year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2012, by:

CITY OF MENASHA

MENASHA PROFESSIONAL POLICE UNION, LOCAL 603, AFSCME, AFL-CIO

Mayor

Bargaining Chairman

City Clerk

Secretary

City Attorney

President

AFSCME Representative