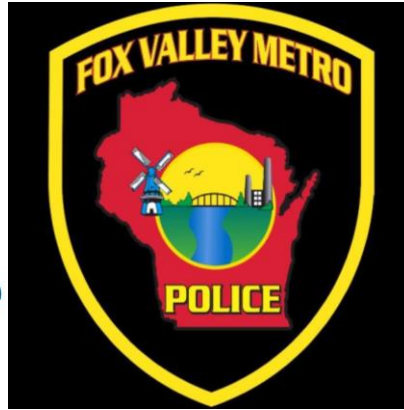


Agreement between the

VILLAGES OF LITTLE CHUTE AND KIMBERLY



and the

FOX VALLEY METRO PROFESSIONAL POLICE
ASSOCIATION

2020-2022



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1 ARTICLE I - RECOGNITION

2 **Section 1.01:** This agreement made between and entered into at Little Chute and
3 Kimberly, Wisconsin pursuant to the provisions of Section 111.70 et al of the Wisconsin Statutes
4 by and between the Villages of Little Chute and Kimberly, municipal corporations, as municipal
5 employers, and the Fox Valley Metro Professional Police Association, and the Wisconsin
6 Professional Police Association/LEER as the sole bargaining agent for all full time law enforcement
7 personnel with the powers of arrest, excluding the Chief of Police, supervisory, managerial,
8 confidential, and part-time Police Officers, of the combined Villages of Little Chute and
9 Kimberly.

10
11 ARTICLE II - HOURS

12 **Section 2.01:** A normal workday shall consist of a nine (9) hour shift except for
13 temporary assignments of Investigator, Police School Liaison Officer, or special assignments
14 where a shift will consist of eight (8) hours.

15
16 **Section 2.02:** A normal bi-weekly work period shall average of 79.31 hours based on a
17 fifty-two week year.

18
19 **Section 2.03:** Members of the Association will be paid bi-weekly.

20
21 **Section 2.04:** All work schedules shall be posted four (4) weeks in advance, except in the
22 event of an emergency or other unforeseen circumstance justifying a change in the work
23 schedules.

24
25 **Section 2.05:** Employees shall be entitled to a thirty (30) minute paid lunch period during
26 a normal work day.

27
28 **Section 2.06:** Officers assigned to the regular patrol schedule shall work a schedule of
29 Five (5) days on duty followed by three (3) days off duty with exception of the first cycle in
30 January of each year where they will work five (5) days on followed by two (2) days off. A
31 normal work week for Police School Liaison Officers, except when school is not in session,

1 Investigators and other office assignments shall be forty (40) hours based upon five (5) days on
2 duty (Monday through Friday), and two (2) days off duty (Saturday and Sunday).

3
4 **Section 2.07:** All non-probationary employees on the regular patrol schedule shall be
5 assigned on a seniority basis, to one of three shifts listed in Section 2.10, except that one
6 assigned position on each shift will be decided by seniority by the Chief of Police based on the
7 needs of the department. The Chief of Police reserves the right to assign officers to special duty
8 shifts, (i.e. 3:30 p.m. to 12:30 a.m. 6:30 p.m. to 3:30 a.m., 10:30 a.m. to 7:30 p.m., etc.), for
9 department needs on a temporary basis.

10
11 **Section 2.08:** To avoid any one shift being staffed completely by probationary
12 employees, probationary employees shall not be eligible for shift selection by seniority until
13 completion of their probationary period.

14
15 **Section 2.09:** The five most senior non-probationary employees on the regular schedule
16 shall not be deprived of their shift selection rights under this section to accommodate placement
17 of a probationary employee.

18
19 **Section 2.10:** Effective January 1, 2016 forward, work shifts for the regular schedule are
20 as follows:

- 21 a. Day Shift 6:00 a.m. to 3:00 p.m.
- 22 b. Afternoon Shift 1:30 p.m. to 10:30 p.m.
- 23 c. Night Shift 9:30 p.m. to 6:30 a.m.
- 24 d. The normal schedule for Investigator #1 will be an eight (8) hour shift, normally from 8
25 am – 4 pm, Monday through Friday.
- 26 e. The normal schedule for Investigator #2 will be an eight (8) hour shift, starting normally
27 between 10 am and 12 pm, Monday through Friday, in conjunction with the patrol
28 schedule being completed.
- 29 f. Investigators shall select shifts by seniority served in the association.
- 30 g. The PSL shifts during the school year will normally coincide with the normal hours of
31 the school day.
- 32 h. If PSL's are assigned to investigations in the summer months they will normally be

1 assigned to a regular Monday through Friday eight (8) hour shift, with a start time
2 between 8 am and 12 pm, by March 31st of the year. These shifts will be
3 selected/assigned by seniority in the association but shall not bump an Investigator from
4 their selected shift.

- 5 i. To address a specific need or unusual circumstance (excluding meetings) requiring
6 investigators, the Chief of Police reserves the right to assign officers working in the
7 investigations unit to special duty shifts for department needs on a temporary basis.

8
9 **Section 2.11:** By October 1st of each year, each employee who is assigned to the regular
10 patrol schedule shall select one of the shifts in Section 2.10 by seniority. For purposes of shift
11 selection, only the employee's time in grade, e.g. time in the Association, will be counted for
12 seniority purposes. Each employee shall identify the order of their preference each of the three
13 (3) shifts. Shift selection shall be completed by November 1st of each year and assignments shall
14 be made in accordance with Section 2.07, Section 2.08, Section 2.09 and Section 2.10 of this
15 agreement. Police School Liaison Officers shall be assigned their patrol schedule rotations (day
16 off group) for the months of June, July and August upon the release of the patrol schedule for the
17 following year. Police School Liaison Officers will select the available shifts based on seniority
18 as defined in this section. Police School Liaison Officers will be assigned a patrol shift for the
19 months of June, July and August no later than March 31st of that year.

20
21 **Section 2.12:** During the spring and fall equinox time changes, the schedule shall be
22 adjusted to ensure that the officers working those affected shifts shall work no less than nine (9)
23 hours during the spring time change and no more than nine (9) hours during the fall time change.

24 25 **ARTICLE III - OVERTIME, COURT, AND CALL-IN-PAY**

26 **Section 3.01:** Employees will be compensated at the rate of time and one-half (1 1/2)
27 based on their normal rate of pay for all hours worked in excess of a normal work day or eighty
28 (80) hours "per bi-weekly work period, but not both i.e. non-pyramiding." Officers assigned to
29 temporary assignments of Investigator, Police School Liaison Officer, or special assignments
30 will be compensated at the rate of time and one-half (1 1/2) based on their normal rate of pay for
31 all hours worked in excess of a normal work day or eighty (80) hours "per bi-weekly work
32 period, but not both i.e. non-pyramiding."

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Section 3.02: An employee who is subpoenaed to appear in court when not scheduled to work shall receive pay at time and one-half (1 1/2) for all hours required at court. A minimum of two (2) hours pay at time and one-half (1 1/2) will be paid for any court appearance scheduled during an officer's off duty time. Any officer receiving a court cancellation with less than 24 hours' notice who is not scheduled to work at the time listed on the subpoenas shall receive two hours of pay at time and one-half (1 1/2) their normal rate of pay. A telephone call placed to the officer's primary residence, whether answered or not, shall constitute "notification", unless another telephone number is provided by the officer.

Section 3.03: Employees who are called into work, which is other than his/her regular patrol or office schedule, shall receive two (2) hours call-in pay in addition to the actual number of hours worked. The two hours call-in pay will be at the employee's regular rate of pay. Employees shall receive the call-in pay if not given a minimum of twenty-four (24) hours' notice prior to the original reporting time for duty. Changes that are made to the schedule within the minimum of twenty-four (24) hours of notice and that require an employee to be re-assigned to another shift for that calendar date shall be made available by seniority. If an officer is called in on a holiday rate of pay shall be double time. Holiday pay is for any shift that starts on that Holiday and includes any extension of the shift.

Section 3.04: Employees who attend training when not regularly scheduled to work shall receive time and one-half (1 1/2) for the hours attended.

Section 3.05: An employee shall be allowed overtime pay in either case or compensatory time off at the discretion of the employee, at the rate of one and one-half (1 1/2) based on their normal rate of pay. An employee shall be allowed to use call-in pay as compensatory time off at the rate of straight time. An employee may take compensatory time off with the approval of the Chief of Police. Each approval will be handled on an individual basis and will not be precedent setting. During the calendar year, the employee will be allowed to accumulate a maximum of eighty (80) hours of compensatory time at any one time; any overtime hours in excess of eighty (80) hours will be paid out at the rate of time and one-half (1 1/2). At the end of July, an officer

1 can request and shall receive a payout of overtime in excess of forty (40) hours at the rate of time
2 and one half (1 ½), on the first pay period in August. At the end of the calendar year, any
3 overtime hours in excess of forty (40) hours will be paid out at the rate of time and one-half (1
4 1/2), on the first pay period following December 31.

5
6 **Section 3.06:** All overtime hours on the patrol schedule shall be made available to full-
7 time members of the bargaining unit on a rotating seniority basis for increments of 4.5 hour
8 assignments or more. If after going through the rotating list and no member is available, the on-
9 duty officers based on seniority would have the option of working an additional split-shift to
10 cover the open available shift. This section does apply to vacant shifts due to a sick call where
11 the decision has been made to fill the shift. This section does not apply to non-regular call-ins
12 made by supervisory staff to address immediate staffing issues such as high call volume, severe
13 weather and major cases, if the officer being called cannot report, ready for duty, within 30
14 minutes of being called. If the shift cannot be covered by a member of the bargaining unit, a
15 part-time officer may be used. The Chief of Police agrees not to change from the present work
16 cycle without a valid reason.

17
18 **Section 3.07:** Shift selection for annual or otherwise regularly scheduled community
19 events to include but not limited to CheeseFest, PaperFest, and the Kermis Festival shall be made
20 based upon seniority.

21 22 ARTICLE IV - VACATIONS AND PAID HOLIDAYS

23 **Section 4.01:** All members of the bargaining unit, regardless of shift hours or assignment,
24 shall be entitled to vacations commencing on their anniversary date, according to the following
25 schedule:

- 26 45 hours after one (1) year continuous service
- 27 90 hours after two (2) years continuous service
- 28 135 hours after seven (7) years continuous service
- 29 180 hours after twelve (12) years continuous service
- 30 225 hours after Eighteen (18) years continuous service
- 31 270 hours after twenty-five (25) years continuous service

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Vacation benefits shall accrue at the rate of one-twelfth (1/12) of the employee's authorized vacation for each month of employment. New employees shall accrue vacation benefits during their probationary period.

Section 4.02: Vacation may be broken down into increments equal to or greater than half-shift increments with the prior approval by the Chief.

Section 4.03: Upon termination of employment from the Villages, a member of the Association shall be paid for all unused vacation time that is due him/her in the current year. If a member is terminated for cause, this section will not apply

Section 4.04: Vacation must be used during the calendar year. Unused vacation does not accrue on a year by year basis; however, in the sole discretion of the Villages, annual unused vacation may be extended to a subsequent year. It is understood and agreed that this determination shall be within the sole discretion of the Villages and shall not be considered a precedent when and if applied to an individual member of the Association. Vacation not used by reason of Village needs shall be paid at the employee's option at the present rate of pay, or carried over to the next year.

Section 4.05: The Chief of Police reserves the right to determine the number of personnel to be on vacation at one time.

Section 4.06: Paid Holidays in this Agreement are:

- | | |
|------------------|-------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Eve Day |
| Easter Sunday | Christmas Day |

Section 4.07: For each of the above holidays, employees will receive nine (9) hours of regular pay or an additional day off, at the option of the employee. If the employee works on

1 any of the holidays, he/she shall be paid at the rate of two (2) times his/her rate of pay for the
2 hours worked. When a holiday falls in a vacation week or scheduled day off, the employee shall
3 receive either nine (9) hours of pay or an additional day off, at the option of the employee.
4 Officers assigned to temporary assignments of Investigator, Police School Liaison Officer, or
5 special assignments where an eight (8) hour shift is worked shall receive eight (8) hours of pay
6 where nine hours is indicated in this paragraph.

7 The scheduling of the additional days off for holidays is subject to the approval of the
8 Chief of Police. The Chief of Police agrees not to involuntarily remove the uniformed officers
9 from the work schedule who would normally be scheduled to work holidays.

10
11 **Section 4.08:** Employees shall be entitled to three (3) personal holidays where an
12 employee may take a day off at his/her discretion and receive a normal work day of pay at
13 his/her regular rate. The personal holidays shall be applied for at least five (5) days in advance
14 and once approved by the Chief of Police they cannot be canceled. If submitted at least five days
15 prior to the date of the personal holiday, the Chief of Police agrees to approve all personal
16 holidays, during a normal workday as long as it does not result in more than two (2) overtime
17 shifts, including any overtime shifts already on the schedule, for that day. Approval of personal
18 holidays requested within five days or that would cause more than two (2) overtime shifts, will
19 be left to the discretion of the Chief of Police. At the end of the calendar year, unused personal
20 holidays may be converted to compensatory time on an hour for hour basis and carried over to
21 the next year, subject to the restrictions identified in Section 3.05.

22 23 ARTICLE V - RETIREMENT CONTRIBUTION

24 **Section 5.01:** The Villages will contribute 100% of the employer retirement contribution
25 to the Wisconsin Retirement Fund and the employee will contribute 100% of the employee
26 retirement contribution to the Wisconsin Retirement Fund, as determined by the Employee Trust
27 Fund.

28 29 ARTICLE VI - SICK LEAVE

30 **Section 6.01:** All members of the bargaining unit shall be granted sick leave pay at the
31 rate of one (1) working day for each full month of service.

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Section 6.02: The amount of accumulated sick leave for each member of the bargaining unit shall be determined from current sick leave banks at the time of the signing of this agreement.

Section 6.03: Unused sick leave may be accumulated to a total of one hundred and twenty (120) working days or nine hundred sixty (960) hours. One-half (1/2) of the member's accumulated sick leave shall be payable upon retirement under the Wisconsin Retirement Fund or upon voluntary separation from service after nine (9) years of continuous service. An officer who resigns or quits, except when in lieu of termination, after nine (9) years of continuous service, will receive one-half (1/2) of accumulated sick leave. An officer who resigns or quits with less than nine (9) years of continuous service, shall forfeit all accumulated sick leave.

Section 6.04: When a member is on sick leave and a holiday occurs, the member may elect to use either sick leave or holiday pay, but not both.

Section 6.05: A member of the bargaining unit may use accumulated sick leave with pay for absences necessitated by his/her injury, or illness, or that of a member of his/her immediate family, to include: wife/husband, daughter, son, stepchild, father, father-in-law, mother, or mother in law.

Section 6.06: Time off for injury received by a member of the bargaining unit in the course of his/her employment for which Workers Compensation is paid, shall not be charged against sick leave.

Section 6.07: In order to be granted sick leave with pay, a member of the bargaining unit must:

- Report promptly to the Chief of Police the reason for absence, and
- Keep the Chief of Police informed of his/her condition if absence is more than three (3) days, and

- 1 • Permit the Villages to make medical examination or nursing visits as it deems
2 desirable after three days.
- 3 • Submit a medical certificate for any absence of more than three (3) consecutive
4 working days upon the request of the Chief of Police.

5
6 **Section 6.08:** In case of the death of a member, 100% of his/her accumulated sick leave
7 shall be payable to his/her beneficiary or estate.

8 9 ARTICLE VII - FUNERAL LEAVE

10 **Section 7.01:** Funeral leave shall be used due to a death in a member's immediate family
11 as defined as spouse, child, stepchild, parent, mother or father-in-law, sister or brother,
12 grandchild, brother or sister-in-law, son or daughter-in-law and shall consist of three (3)
13 consecutive days based around the funeral day; two (2) prior and the day of the funeral; one (1)
14 prior, the day of the funeral, and one (1) after; or the funeral day and two (2) after, which will be
15 the employee's choice. An additional two (2) consecutive days may be granted at the discretion
16 of the Chief of Police.

17
18 **Section 7.02:** One (1) day shall be granted for the death of grandparents, aunts, uncles,
19 niece or nephew. This shall be based on the day of the funeral, one (1) day prior, or one (1) day
20 after the day of the funeral, which shall be the employee's choice.

21
22 **Section 7.03:** All funeral leave shall not be charged against the member's sick leave or
23 other paid time off.

24 25 ARTICLE VIII - INSURANCE BENEFITS

26 **Section 8.01:**

27 A. The employer shall pay eighty-five percent (85%) toward the cost of group
28 Hospitalization/health insurance premiums for both the single and family plan
29 coverage for eligible employees.

30
31 **Section 8.02:** The employer shall pay one hundred percent (100%) of the premium for

1 the family and single coverage for dental insurance for eligible employees.

2
3 **Section 8.03:** The employer shall provide life insurance to each eligible employee, with
4 the premium to be paid by the employer. Coverage shall be based on \$1,000 of insurance for
5 every \$1,000 the member made the previous year as a police officer. The selection of carrier
6 shall be determined by the employer.

7
8 **Section 8.04:** The employer shall provide Income Continuation Insurance (disability
9 insurance) for eligible employees. The monthly benefit will be at least sixty-six and two-thirds
10 percent (66 2/3 %) of gross earnings. The employer will pay a portion of the premium equal to
11 .5% of gross earnings. The selection of insurance carrier shall be determined by the employer.

12
13 **Section 8.05:** The employer reserves the right to change carrier or methods of coverage
14 including self-funding for any of the above coverage.

15 16 ARTICLE IX - WAGES

17 **Section 9.01:** Employees shall be paid in accordance with the hourly wage schedule
18 shown in Appendix A, attached hereto.

19 **Section 9.02:** Field Training Officer shall receive \$1.00 an hour additional pay when in the
20 process of training new employees.

21 ARTICLE X - CLOTHING ALLOWANCE

22 **Section 10.01:** Each officer will be paid an annual allowance of \$590.00 (minus standard
23 withholding) for the purchase, maintenance, cleaning, or repair of department-approved or
24 mandated uniform clothing, equipment or footwear. Checks shall be issued for the annual
25 allowance during the first pay period of February during each calendar year. New hires are
26 entitled to the full allowance of \$790.00 and can also receive an advance of the next calendar
27 year's full allowance (\$590.00). The Employer reserves the right to determine the serviceability
28 of uniform clothing, equipment, and footwear. Additionally, the Employer shall pay for the cost
29 of repair or replacement for uniform clothing, equipment, or footwear that is damaged in the

1 performance of an officer's duty, subject to the approval of the Chief of Police or his/her
2 designee.

3

4 **ARTICLE XI - RESIDENCY**

5 **Section 11.01:** Members of the bargaining unit are not restricted to residency
6 requirements.

7

8 **ARTICLE XII - GRIEVANCE PROCEDURE**

9 **Section 12.01:** Both the Association and the Employer recognize that grievances and
10 complaints shall be settled promptly and at the earliest possible stages and that the grievance
11 process must be initiated within ten (10) days of the incident or within ten (10) days that the
12 grievant knew or should have known of the incident, Saturday, Sunday and holidays excluded.
13 Any grievance not reported or filed within the time limit set forth above shall be invalid.

14 **Section 12.02:** A grievance shall be defined as a violation of a specific article of this
15 agreement but shall not include discipline matters. (Discipline matters shall be handled in
16 accordance with Sections 61.65 and 62.13(5), Wisconsin Statutes).

17 **Section 12.03:** Any member of the bargaining unit having a grievance concerning any
18 provision of this Agreement shall be handled in the following manner:

19 A. **First Step Procedure:** The Association or aggrieved member of the bargaining unit shall
20 orally present the grievance to the Chief of Police either alone or accompanied by an
21 Association representative. The Chief of Police shall attempt to settle the grievance
22 within ten (10) days, Saturday, Sunday, and holidays excluded, after the oral presentation
23 thereof, and

24

25 B. **Second Step Procedure:** If the grievance is not settled at the first step, it shall be
26 reduced to writing and presented to the Chief of Police within ten (10) days, Saturday,
27 Sunday, and holidays excluded, the Chief of Police shall furnish the Association with a
28 written answer to the grievance. If the grievance is not resolved to the satisfaction of all

1 parties either party may proceed, within ten (10) days, Saturday, Sunday, and holidays
2 excluded, to the next step, and
3

4 C. **Third Step Procedure:** The grievance shall be presented in writing to the Village
5 Administrator or the Police Commission, whichever authority has jurisdiction on any
6 particular grievance as follows:

7 If the grievance shall be deemed under the jurisdiction of the Police Commission
8 (PC) the grievance shall thereby be governed by section 62.12 of the Wisconsin Statutes.
9 The PC's jurisdiction is confined to disciplinary actions under 62.12 through 62.13(5) of
10 the Wisconsin Statutes. The PC shall within ten (10) days, Saturday, Sunday, and
11 holidays excluded, set up an informal meeting with all parties involved in the grievance
12 procedure. Within ten (10) days, Saturday, Sunday, and holidays excluded, after this
13 meeting a determination shall be made by the PC, reduced in writing and copies
14 submitted to all parties involved.

15 All other grievances relating to wages, hours, and working conditions or any other
16 matter under the jurisdiction of the Village Boards of Trustees shall be directed to the
17 Village Administrators. The Administrators shall within ten (10) days, Saturday, Sunday,
18 and holidays excluded, set up an informal meeting with all parties involved in the
19 grievance procedure. Within ten (10) days, Saturday, Sunday, and holidays excluded,
20 after this meeting a determination shall be made by the Administrators, reduced to
21 writing and copies submitted to all parties involved, and
22

23 D. **Fourth Step Procedure:** If the grievance is not settled at the Third Step of the Grievance
24 Procedure, the aggrieved party, or the Association, within ten (10) working days may
25 submit the determination made in Step 3 to the Wisconsin Employment Relations
26 Commission for arbitration. At the earliest possible date convenient to all parties, the
27 WERC shall submit a panel of five (5) arbitrators to the parties. The parties shall
28 alternately strike names from the list until one (1) name remains, who shall be appointed
29 the arbitrator. The flip of a coin shall determine which party makes the first strike. The
30 decision of the arbitrator will be final and binding on all parties. The cost of the
31 arbitration will be borne equally by the Villages and the Association.

1 that the exercise violates a specific provision of this agreement.

2 No regular non-probationary employee shall be disciplined or discharged except for
3 cause as defined in Section 62.13(5), Stats. which shall be the exclusive procedure for
4 implementing and reviewing discipline matters.

5

6

ARTICLE XV - AMENDMENT PROVISION

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Section 15.01: This agreement is subject to amendment, alteration or addition only by a subsequent written agreement executed by and between the parties hereto. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

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ARTICLE XVI - SAVINGS CLAUSE

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Section 16.01: If any Article or Section of this Agreement or any addendum thereto shall be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder of this agreement and addendum 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.

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ARTICLE XVII - CHANGES IN TERMS OF THIS AGREEMENT

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Section 17.01: This agreement shall be in effect from January 1, 2020 through December 31, 2022. If either party desires to negotiate any changes in this agreement, to become effective after the term of this Agreement, they shall notify the fiscal agent of the Fox Valley Metro Police Department in writing of the desire to enter into such negotiations on or before September 1st of the year of expiration. Both parties shall mutually agree on a date to exchange proposals, which shall be no later than October 1st of the year of expiration.

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ARTICLE XVIII - NO OTHER AGREEMENT

Section 18.01: The Villages of Kimberly and Little Chute agree not to enter into any other agreement, oral or written with the members of the bargaining unit of the department included in this Agreement, individually or collectively, which in any way conflicts with the provisions of this Agreement.

ARTICLE XIX - EDUCATION

Section 19.01: Officers who pursue work related education, (to be determined by the Chief of Police), at an accredited school or college, shall be reimbursed upon completion of each class as follows:

- Grade 4.0 - 100% reimbursement for books and tuition
- Grade 3.0 - 75% reimbursement for books and tuition
- Grade 2.0 - No reimbursement
- Grade 1.0 - No reimbursement

Section 19.02: A request to attend classes must be submitted to the Chief of Police prior to September 1st for the upcoming year. Officers attending school will have a maximum spending cap of \$1,500 per calendar year. The Villages retain full authority to approve or not approve all requests.

ARTICLE XX - PHYSICAL FITNESS

Officers may participate in a physical fitness incentive program; however, participation is not mandatory. The test is pass/fail only.

The tests will include the following:

- 200 meter run in under 60 seconds with vest and duty belt on.
- Holding a plank position for at least one-minute with vest and duty belt on.
- Drag a mannequin (weighing between 100 – 125 pounds) at least 50 feet with vest and duty belt on.
- Climbing over a 4’ wall/fence with vest and duty belt on.
- Climbing up and down 2 flights of stairs under 50 seconds with vest and duty belt

1 on. For the purpose of this testing: A flight of stairs does not include a landing
2 area – it is the total group of stairs between two, different floors.

3 Test participants may take up to two (2) minutes of rest between each element of the test. Test is
4 based on elements of the Cooper Standards. Any portion of this test may be modified subject to
5 mutual agreement and a written MOU.

6 a. Officers who desire to participate in this program must indicated their willingness to
7 participate to the Chief of Police or designee in writing no later than January 31, of
8 each year.

9 b. Testing will take place in September or October of each year and all officer
10 participating shall be considered on duty.

11 c. The entire test or portions thereof may be held indoors or outdoors.

12 d. An Officer must pass the entire test in one session in order to receive a lump sum
13 payment, paid on the first paycheck in December. This sum shall not be added to base
14 wages, nor shall it be included when calculating the hourly rate for purposes of
15 overtime, or the payout of any benefits at termination of employment.

16 e. Should an officer fail to pass the entire test during the first session meet they shall
17 have the ability to retest prior to November 30, at a date and time set by the Chief or
18 his designee. The Officer must pass the entire test in one session in order to receive a
19 lump sum payment. This sum shall not be added to base wages, nor shall it be
20 included when calculating the hourly rate for purposes of overtime, or the payout of
21 any benefits at termination of employment.

22 f. Should an officer fail to pass the tests there shall be no discipline to such officer.

23 g. Any officer on workman’s compensation and unable to perform the physical fitness
24 testing due to workman’s compensation restrictions shall be allowed to test as soon as
25 they are physically capable; this same testing shall be allowed to those employees
26 with non-work-related medical conditions which made them unable to perform the
27 physical fitness testing.

28 h. The schedule for yearly payments will be as follows:

- 29 • 2020 - \$200
- 30 • 2021 - \$500
- 31 • 2022 (and thereafter) - \$1,000

1 and all third-party claims, demands, suits, order, judgments or any other forms of liability against
2 or incurred by the Employer, including all costs of defense and attorney's fees, which may arise
3 out of action taken or not taken by the Employer's compliance with this Article

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1 Dated this 29th day of April 2020

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VILLAGE OF LITTLE CHUTE

FOX VALLEY METROPOLITAN
PROFESSIONAL POLICE
ASSOCIATION

BY: Michael R. Vanden Berg
Michael R. Vanden Berg

BY: Randall Lefeber
Randall Lefeber

12 ATTEST:

James P. Fenlon
James P. Fenlon

ATTEST:

Duane Dissen
Duane Dissen

13
14
15
16
17

VILLAGE OF KIMBERLY

18 BY:

Charles Kuen
Charles Kuen

BY:

Thomas A Schrank
Thomas A Schrank
WPPA/LEER Representative

19
20
21
22
23

ATTEST:

Danielle Block
Danielle Block

APPENDIX A

Fox Valley Metro Professional Police Association / WPPA/LEER Wage scale for 2020 - 2022 CBA

Steps		2019 old scale	2020 hrly scale adjustment	1/1/2020 (1.5%)	7/1/2020 (1.5%)	1/1/2021 (1.5%)	7/1/2021 (1.5%)	1/1/2022 (1.5%)	7/1/2022 (1.5%)
Police Officer / Step 1	Hire (Non-Certified)	\$22.25	\$22.25	\$22.25	\$22.25	\$22.58	\$22.92	\$23.27	\$23.62
Police Officer / Step 2	Hire (Certified)	\$23.36	\$23.36	\$23.36	\$23.36	\$23.71	\$24.07	\$24.43	\$24.79
Police Officer / Step 3	FTO completion	\$24.46	\$24.46	\$24.46	\$24.46	\$24.83	\$25.20	\$25.58	\$25.96
Police Officer / Step 4	6 months	\$25.75	\$25.75	\$25.75	\$25.75	\$26.14	\$26.53	\$26.93	\$27.33
Police Officer / Step 5	1 year	\$27.22	\$27.22	\$27.22	\$27.22	\$27.63	\$28.04	\$28.46	\$28.89
Police Officer / Step 6	2 years	\$29.79	\$30.69	\$31.15	\$31.62	\$32.09	\$32.57	\$33.06	\$33.56
Police Officer / Step 7	3 years	\$30.50	\$30.98	\$31.44	\$31.92	\$32.40	\$32.88	\$33.37	\$33.87
Police Officer / Step 8	5 years	\$30.69	\$32.17	\$32.65	\$33.14	\$33.64	\$34.14	\$34.66	\$35.18
Police Officer / Step 9	7 years	\$30.98	\$32.74	\$33.23	\$33.73	\$34.24	\$34.75	\$35.27	\$35.80
Police Officer / Step 10	9 years	\$32.17	\$33.28	\$33.78	\$34.29	\$34.80	\$35.32	\$35.85	\$36.39

PSL and Investigators shall upon appointment be compensated at one step above their current wage step and progress from there until reaching step 10. Once they reach step 10 they shall receive a \$0.50 an hour increase added to the step 10 pay. Upon completion of their appointment and returning to patrol officer duties they shall return to the normal step pay rate according to years of service with Fox Valley Metro Police Department.

With this pay scale longevity pay would be eliminated and accounted for in 2020 wages

**Memorandum of Understanding
Between
The Villages of Little Chute and Kimberly;
The Wisconsin Professional Police Association / LEER and
Fox Valley Metro Professional Police Association
Local # 152
Regarding
Lateral Entry**

Law Enforcement Agencies are experiencing challenges in hiring and retaining qualified Law Enforcement Officers given the highly competitive market. In an attempt to address these concerns, the Villages and the Association have entered into this memorandum of understanding. In consideration of a mutual desire on both parties to hire, train and retain the best possible Law Enforcement Officers, the parties agree to the following modifications to the collective bargaining agreement solely for those New Hire Law Enforcement Officer who are hired by the Villages who have experience working as a Law Enforcement Officer from another Law Enforcement Agency.

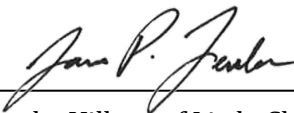

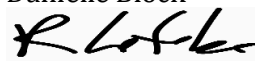
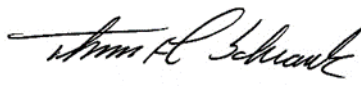
1. The association agrees that New Hire Law Enforcement Officer candidates offered employment by the Villages may be eligible for lateral entry benefits if they are leaving another fulltime law enforcement position to become a Fox Valley Metro Law Enforcement Officer, or have prior law enforcement experience within the [last four years. Any potential New Hire Law Enforcement Officer must have maintained their certification during any period of separation and / or retirement.
2. New Hire Law Enforcement Officers may be granted a starting wage up to Step 10 of the Collective Bargaining Agreement wage scale under Article IX Wages, based on their past full time Law Enforcement Officer experience.
3. New Hire Law Enforcement Officers shall be granted vacation benefits up to 25 years of service based upon the credited years of service used to establish the vacation under Article IV Vacation and Paid Holidays. It is understood that this service credit will play no role in establishing department seniority in any other circumstance that might utilize seniority as a determining factor. It will merely determine their vacation accrual rate upon hire.
4. New Hire Law Enforcement Officers shall be advanced up to 192 hours of sick leave, with the understanding that no further sick leave will accrue until the month of employment that follows the month in which the same number of sick hours would have accrued naturally. Thereafter, they will accrue sick leave in accordance with the provisions under Article VI Sick Leave.

The goal of this initiative is to mitigate the loss of benefits often associated with an employee moving from one organization to another. The lateral entry program is designed

to help the Villages of Little Chute and Kimberly / Fox Valley Metro Police Department to offer a highly competitive total benefit package in an effort to hire the best qualified Law Enforcement Officers.

1. The New Hire Law Enforcement Officer shall receive all of the compensation and benefits that any full-time employee would receive except as specifically modified by this memorandum of understanding. All the terms of the collective bargaining agreement will apply to the New Hire Law Enforcement Officer unless specifically modified by this memorandum of understanding. In the event there is a question to the agreement regarding how a New Hire Law Enforcement Officer shall be treated under this MOU and the bargaining agreement, the Villages and the Association will meet to discuss acceptable equitable solutions. If that discussion is unsuccessful in resolving the dispute, the Villages and the Association will retain their respective rights and arguments under the current provisions of the collective bargaining agreement.
2. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
3. This Agreement shall expire on date of ending of the collective bargaining agreement.
4. This agreement is effective on the last date signed below. Authentic fax or email signatures are as valid as an original.

Agreed to by:

 _____	5/7/2020 _____
For the Village of Little Chute James Fenlon	Date
 _____	5/7/2020 _____
For the Village of Kimberly Danielle Block	Date
 _____	04/29/2020 _____
For the Association Randall Lefeber	Date
 _____	04/29/2020 _____
For WPPA / LEER Thomas A. Schrank	Date