

CITY OF MEDFORD

and the

CITY OF MEDFORD POLICE ASSOCIATION

Local 456

LABOR AGREEMENT

2016

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PREAMBLE

This Agreement is made on the date hereinafter stated by and between the City of Medford, Wisconsin, hereinafter referred to as "City" or "Employer", and the Medford Police Department Association, hereinafter referred to as the "Association".

ARTICLE 1 – RECOGNITION

- 1.1 The City of Medford recognizes the Medford Police Department Association as the exclusive bargaining agent for all regular full-time and regular part-time law enforcement employees of the City of Medford Police Department, excluding managerial, supervisory and confidential employees, for collective bargaining with the City of Medford, on questions of wages, hours and conditions of employment. The Sergeant is a supervisor.

ARTICLE II – PROBATIONARY PERIOD AND RESIDENCY

- 2.1 Probationary period for new employees of the Medford City Police Department shall be one (1) year of active service. During the probationary period, the Chief shall provide to the Commission every thirty (30) days, a performance report on each probationary employee. These performance reports shall include or indicate the volume and quality of the probationer's work, his industry, dependability, attitude toward his work, ability to learn, his relationship to fellow employees and other qualities of importance to his job as a regular City police officer.
- 2.2 The probationary employee has no tenure and may be terminated during the probationary period by the Commission upon the Chief's recommendation. At the end of the probationary period, the Chief of Police will make a written evaluation of the performance of the probationary employee during the probationary period together with a recommendation for or against the appointment of the employee to a regular status as a Medford City Police Officer. Regardless of the recommendation of the Chief, the Commission reserves the right to grant or reject the regular status to the Medford City Police Department of said probationary employee.
- 2.3 Effective January 1, 2015, all full-time Police Officers hired during the term of this Agreement shall no later than 60 days after the completion of their probationary period, establish and maintain a residence within a 15-mile radius of the City of Medford jurisdictional limits (boundaries). Thereafter, any Police Officer that changes residences, the new residence shall be in conformity with the above residency requirements, unless granted an exemption by City Council.

ARTICLE III - HOURS OF WORK

- 3.1 The normal scheduled workweek shall be prepared by the Chief of Police and posted in advance. The normal scheduled workweek shall be so established as to provide for a regular work schedule, which will permit the officers to obtain the hours per day necessary to provide for a normal scheduled workweek. The normal scheduled workweek is five (5) days of work and three (3) days off. For the purpose of identifying a work cycle under the Fair Labor Standards Act, the City designates a twenty-four (24) day work cycle. The normal scheduled workdays are Sunday - Thursday, nine (9) hours, and Friday and Saturday, nine and one-half (9-1/2) hours.

- 3.2 The shifts are to be scheduled at the direction of the Chief of Police. One-half hour of each shift is to be used for a rest or meal break. The officer may use this time as he/she pleases. However, officers are subject to call during this time. Officers shall report 10 to 15 minutes before starting time to confer with officers coming off duty.
- 3.3 Shift differential of seventy-five cents (75¢) per hour shall be paid for all regularly scheduled hours worked between 6:30 PM to 6:30 AM, for all employees of the bargaining unit working during those hours.

ARTICLE IV – OVERTIME

- 4.1 Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate. Overtime hours shall be all hours worked in excess of nine (9) hours Sunday - Thursday and nine and one-half (9-1/2) hours Friday and Saturday. Additionally, overtime shall also be paid to all members of the bargaining unit for hours worked beyond the normal workday and in excess of 138 hours in a twenty-four (24) day work cycle. Required training and paid leave time shall be considered work time under this section provided that overtime pay cannot be claimed in a day in which sick leave is applied to achieve the required hours for the employee's shift.
- 4.2 Call and Court Time -When an officer is called into work or to be in Court outside of his regular schedule of hours, he shall receive call time pay of three (3) hours, or pay for actual time worked, whichever is greater. Notice shall be given twelve (12) hours in advance when an officer is called into work. Notice shall be given twenty-four hours in advance when an officer is to be in Court outside of his regular schedule of hours. If said notice is not given of cancellation of the above call in time or court time, a minimum of three (3) hours shall be paid.
- 4.3 **Compensatory Time.**
- A. Employees will be allowed to accrue nine (9) hours of compensatory time off and will be allowed to carry the nine (9) hours over to the next month, except for the School Resource Officer, who during the school year, will be allowed to accrue twenty-seven (27) hours of compensatory time off and will be allowed to carry the twenty-seven (27) hours over to the next month as long as it does not generate overtime.
- B. Employees will have the option to be compensated at time and one-half (1-1/2) in compensatory time off or paid time at time and one-half (1-1/2) for hours worked beyond the normal scheduled work hours.
- C. Employee Use of Compensatory Time:
1. Sundays – Thursdays: The employee must give notice to management of the desire to use compensatory time off during regular business hours. Notice can be less than 48-hours in advance. Any use of compensatory time off must be approved by management prior to its use.

2. Fridays - Saturdays: The employee must give 48-hours advance notice during regular business hours to management of the desire to use compensatory time off. Any use of compensatory time off must be approved by management prior to its use.
3. Emergency use of compensatory time off shall be allowed as approved by management.
4. Denial of a request to use compensatory time off shall not be arbitrary, capricious, or discriminatory.

4.4 Overtime.

- A. When the need for overtime arises within the Medford Police Department, the Department shall attempt to contact (by home telephone or email) regular full-time officers (i.e. members of the Medford Police Association) who are off work as a result of the work schedule by seniority. If no regular full-time officer is available, the Department may offer the overtime work to non-union part-time employees of the Medford Police Department. This provision is subject to the paragraphs below.
- B. When the need for overtime work is not an emergency situation, the Medford Police Department when contacting a regular full time officer (i.e. member of Medford Police Association) to work overtime, as noted above, shall give that officer reasonable time to respond back if there is not an immediate response. The length of the response time will be by mutual agreement between the Chief of Police and the Medford Police Association but in no situation shall exceed two (2) hours. The Chief of Police or his designee may shorten or lengthen the response time granted a full-time officer to respond to a call for overtime work when justified by the circumstances of the particular situation.
- C. When a need for overtime work in an emergency situation arises (where an officer or officers are needed immediately or within an hour), the Medford Police Department will attempt to telephone regular full-time officers (i.e. members of the Medford Police Association), who are off work as a result of the work schedule by seniority. If there is not an immediate response, the Medford Police Department may utilize non-union part-time employees of the Medford Police Department as it deems appropriate.
- D. When the need arises for extra officers for parades, festivals or other special events within the City of Medford, the Medford Police Department may use non-union part-time employees at its discretion.
- E. For purposes of the above provisions, the Medford Police Department shall not be required to contact regular full-time officers who are off work for reasons other than that the officers were not scheduled to work (i.e. the officers are off of work because of vacation, use of sick leave, an approved leave of absence, FMLA, etc.).

- F. Regular full-time officers are responsible for keeping the Police Department appraised of the telephone numbers and email addresses where they can be contacted for overtime work.
- G. The City of Medford and the Medford Police Association agree that all non-union part-time employees that the Medford Police Department uses in Police related functions will meet the qualifications of the Wisconsin Training and Standards Bureau.

ARTICLE V – HOLIDAYS AND PERSONAL DAYS

- 5.1 **Personal Days.** Each officer shall receive five (5) floating holidays per year after completion of the initial probationary period. Scheduling of the floating holiday shall be by the mutual agreement between the officer and the Chief of Police.
- 5.2 **Holidays.** After completion of thirty (30) days of employment, each officer shall receive the following paid holidays: *New Year's Day, Afternoon of Good Friday, Memorial Day, July 4th, Afternoon of Christmas Eve, Christmas Day, Labor Day, Thanksgiving, and the afternoon of the Day after Thanksgiving.* Holiday pay shall be computed on the basis of nine and one-tenth (9.1) hours of work at the Officer's regular straight time rate of pay.
- 5.3 Officers may be required to work on holidays. If an Officer is required to work on a holiday, the officer shall receive the above holiday pay plus one and one-half (1-1/2) times the Officer's regular straight time rate of pay for all hours worked.

ARTICLE VI – VACATIONS

- 6.1 **Vacation Benefit.** All full-time employees shall receive the following vacation benefits based on a 9.1 hour day:

<u>Completed Years of Service</u>	<u>Vacation Benefit</u>
1	5 Days
2	10 Days
8	15 Days
12	17 Days
15	19 Days
18	21 Days
20	23 Days
24	25 Days (MAX)

- 6.2 **No Accumulation.** Vacations shall not accumulate from year to year.
- 6.3 One (1) work week shall be considered five (5) working days.
- 6.4 **Scheduling.** The Chief shall schedule the vacations within his department. Choice of vacation time within a given classification shall be by seniority. Vacations must be requested by February 28th of each year. The Chief will complete scheduling by March 15th of each year.

6.5 Vacation Pro-Ration. Vacation shall be based on the calendar year. Pro-ration of vacation for new employees with less than one (1) calendar year of service, or for employees who leave City employment in mid-calendar year, shall be determined by computing the actual period of employment during the calendar year.

6.5.1 Pro-Ration. After the total number of months worked has been determined, the number of months worked shall be the numerator of a fraction with twelve (12) as the denominator. The fraction shall be multiplied by five (5) days and the resulting number shall be rounded to the nearest one-half (1/2) day.

Example. Employee is hired on July 1 and works through January 1. Vacation is computed as follows: (6 months/12 months worked = 1/2) X 5 days = 2.5 vacation days. Employee has 2.5 vacation days available for use as of January 1.

6.5.1.1 Any employee hired on or before the 15th day of the month shall be given credit for working the full month. If the employee is hired after the 15th of the month, the employee shall receive no credit for that month.

6.5.1.2 If the employee leaves or is terminated after the 15th of any month, the employee shall be given credit for working the full month. If the employee leaves or is terminated on or before the 15th of the month, the employee shall receive no credit for that month.

6.5.2 Years of Service. An employee must complete the required year of service to be entitled to vacation. An employee shall be deemed to have completed one (1) year of service as of January 1 of the calendar year following the date the employee was hired. On the succeeding January 1, the employee shall be deemed to have completed two (2) years of service for vacation entitlement purposes, etc.

Example - Employee is hired on July 1, 2000. As of January 1, 2001 the employee has a maximum of 2.5 day of vacation available for use in 2001, and is considered to have completed one (1) year of service for the purpose of computing future vacation entitlements. As of January 1, 2002 the employee is deemed to have completed two (2) years of service and will be entitled to ten (10) vacation days for use in 2002.

ARTICLE VII – SICK LEAVE

7.1 Annual Accumulation. Each full-time employee shall be entitled to sick leave at the rate of twelve (12) days for each calendar year of service, and may accumulate such leave to a maximum of eighty-five (85) days. One-half (1/2) day shall be paid for each month worked after the eighty-five (85) days accumulation limit has been reached. Sick leave payout shall be made after the end of the calendar year.

7.2 Compensation. Sick leave shall be paid at the employee's regular daily rate of pay.

7.3 Absenteeism. Employees absent for three (3) or more consecutive days will be required to present a doctor's certificate upon returning to work, specifying dates and reason(s) for time off, Officers shall call in as soon as possible when they are ill.

7.4 An employee who retires with twenty (20) years of City service, and who at the time of retirement has eighty-five (85) days of sick leave accrued, shall receive twenty-five (25) days of pay at the time of retirement at the employee's then rate of pay.

7.5 A maximum of three (3) days of sick leave per year may be used in either one-half (1/2) day or full day increments to compensate for illnesses and/or injury in the employee's immediate family. Immediate family is defined as husband, wife, son, daughter, mother, father, stepchildren, or foster children residing in the employee's household.

ARTICLE VIII – THREE DAY EMERGENCY LEAVE

8.1 Full-time police employees are permitted a three-day emergency leave with full pay for a death in the immediate family. The immediate family shall include the husband, wife, mother, father, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother (of employee only). This leave shall not exceed three (3) consecutive days absence of scheduled duty and shall include the day of the funeral.

ARTICLE IX – HEALTH/DENTAL INSURANCE

9.1 Health Insurance.

A. From January 1, 2016 to December 31, 2016, the parties' contribution to the Security Health Plan 605660 insurance plan shall be as follows:

B.

Plan	City's Monthly Premium Contribution (87.25%)	Employee's Monthly Contribution (12.75%)	Total Monthly Cost
Single	\$590.70	\$86.32	\$677.02
Employee plus One	\$1,181.41	\$172.64	\$1,354.05
Family	\$1,772.11	\$258.96	\$2,031.07

B. The plan includes the following annual deductibles which are the responsibility of the employee:

Plan Coverage	Annual Deductible
Single	\$3,000.00
Employee plus One	\$6,000.00
Family	\$6,000.00

9.2 Health Savings Account.

The City will contribute the following into a health savings account on behalf of each employee:

Plan Coverage	City Annual Contribution
Single	\$2,000.00
Employee plus One	\$4,000.00
Family	\$4,000.00

The City will distribute the contributions into the employee's Health Saving Account (HSA) in twelve equal monthly payments.

9.3 Dental Insurance.

From January 1, 2016 through December 31, 2016, the parties' contribution to the dental insurance shall be as follows:

Plan	City's Monthly Premium Contribution	Employee's Monthly Contribution	Total Monthly Cost
Single	\$31.54	\$3.50	\$35.04
Employee plus One	\$86.15	\$9.57	\$95.72
Family	\$86.15	\$9.57	\$95.72

9.4 Premium Payments for Part-Time Employees.

Premium payments for both health and dental insurance will be prorated for part-time employees.

9.4 Probationary Employees. Medical insurance shall be available to all probationary employees beginning the first of the month following thirty (30) calendar days of employment.

9.5 No Claim. No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to the cost of his coverage because he does not qualify for the family plan.

9.6 All officers shall be included in a program of Life Insurance, available through the State of Wisconsin, and the City shall pay the employers portion of the premium of the Life Insurance Program.

9.7 The Worker's Compensation coverage for each officer provided by the City shall be modified to provide that the Officer shall receive eighty percent (80%) of his average weekly earnings in lieu of that provided in Chapter 102, Wisconsin Statutes.

ARTICLE X – LIABILITY INSURANCE

10.1 The City shall provide each officer, at City expense, a reasonable policy of liability insurance, (\$100,000 per person, \$300,000 per occasion) covering the activities of the officer in making arrests, serving papers, or any other law enforcement activity.

ARTILCE XI – UNIFORMS

11.1 Each officer shall receive \$700.00 per year clothing allowance. It shall be paid to each officer by January 31st, of each year. The City will provide each officer with one badge.

11.2 Each officer shall maintain his/her uniform and equipment in good repair and replace worn garments as needed or at the request of the Chief of Police or his designee.

ARTICLE XII – WAGES

12.1 Effective January 1, 2016, employees shall receive a 1.5% (one and one-half percent) wage increase; and effective July 1, 2016 employees shall receive a 1.5% (one and one-half percent) wage increase; as follows:

Position	Current per Hour	1/1/2016 1.5% Increase per hour	7/1/2016 1.5% Increase per Hour
Patrol Officer	\$25.19	\$25.57	\$25.95
Investigator	\$26.56	\$26.96	\$27.36

12.2 Probationary Officers shall receive 80% of senior patrol officer's salary for the term of probation and 90% for one (1) year at patrolman status with the department.

12.3 Lateral Entry and Retention Agreement – MOU (page 17), Implement the terms and conditions outlined in the Memorandum of Agreement and effective January 1, 2016 apply the terms of compensation and benefits to any qualifying officer hired during calendar year 2015.

ARTICLE XIII – RETIREMENT

13.1 All officers shall continue to be covered by the Wisconsin Retirement System (WRS) applicable to members of the Medford City Police Department. Employee contributions shall be determined according to WRS Rule or law, but no more than the general employee WRS contribution rate.

ARTICLE XIV – LEAVE OF ABSENCE

- 14.1** A leave of absence is a leave from employment with the Medford City Police Department, which provides the employee the privilege of returning to the previously held position at the same employment status. The employee to whom leave of absence had been granted shall be entitled at the expiration of the time stated on such leave to be reinstated to a position comparable to that which he/she held at the time the leave was granted.
- 14.2** An employee may request a leave of absence in writing from the Chief of Police. The Chief shall approve or deny said request on the basis of the needs of the Medford City Police Department and on the nature of the written request. Written request for leaves of absence shall first be submitted to the Chief for his recommendation and the Chief will forward the written request to the Personnel Committee. Any leave of absence that is granted will be subject to the conditions imposed by the Committee, and shall not exceed thirty (30) days and one leave per calendar year, except in the case of personal illness or injury, in which case a period of up to one (1) year, if needed, shall be granted provided a physician's certificate is initially furnished and from time to time to substantiate the need for continuing the leave. The City shall also have the right to request a second opinion, at the City's cost, to confirm justification of the leave or continuance of the leave. Additional time may be extended to such cases by mutual agreement between the employee and the Personnel Committee. Seniority shall continue to accrue up to one year. A written request for a leave of absence shall be made to the Chief of Police in writing in advance of when the leave is requested.
- 14.3** During the authorized leave of absence, an employee of the Medford City Police Department may retain health, medical and dental insurance coverage and retirement coverage by paying both the employee and employer contribution on or before the 10th of each and every month. The employee shall notify the City Clerk that he/she desires to retain health, medical and dental insurance coverage and retirement coverage during his/her absence.
- 14.4** The employee returning from leave of absence shall notify the Personnel Committee and the City Clerk on his/her date of return. An employee who does not return to work upon expiration of this leave of absence shall be deemed as resigning his employment with the Medford City Police Department unless a written request for extension is received by the Personnel Committee before the expiration of the leave of absence and is granted by the Committee.
- 14.5** Vacation and sick leave benefits shall not accrue to the employee during his leave of absence except he shall not lose any previously earned seniority. A leave of absence shall not be granted to a probationary employee.

ARTICLE XV – DUES DEDUCTION / FAIR SHARE

15.1 Membership in the ASSOCIATION is not compulsory. An Employee may join the ASSOCIATION and maintain membership therein consistent with its constitution and by-laws. No Employee will be denied membership because of race, color, creed or sex. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this article wherever the Commission finds the ASSOCIATION had denied an Employee membership because of race, color, creed or sex.

The ASSOCIATION will represent all of the Employees in the bargaining unit, members and non-members, fairly and equally and therefore all Employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the ASSOCIATION equivalent to the uniform dues required of members of the ASSOCIATION.

The Employer agrees that on the first paycheck of every month it will deduct from the earnings of all Employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the ASSOCIATION as being the monthly dues uniformly required of all Employees. Changes in the amount of dues to be deducted shall be certified by the ASSOCIATION thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the ASSOCIATION.

The Employer shall not be liable to the ASSOCIATION, Employees or any party by reason of the requirements of this article for the remittance or payment of any sum other than those constituting actual deductions from Employees' wages earned.

The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the Employer that arise out of the CITY'S compliance with this Fair Share Agreement.

The ASSOCIATION 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 ASSOCIATION agrees to inform the Employer of any change in the amount of such Fair Share costs thirty (30) days before the effective date of the change. The ASSOCIATION shall provide Employees who are not members of the ASSOCIATION with an internal mechanism within the ASSOCIATION which will allow those Employees to challenge the Fair Share amount certified by the ASSOCIATION as the cost of representation and receive where appropriate a rebate of any monies determined to have been improperly collected by the ASSOCIATION.

ARTICLE XVI – SENIORITY RIGHTS AND LAYOFFS

- 16.1 Definitions.** Seniority shall commence upon date of hire, and shall be based upon the actual length of continuous service for which payment has been received by the employee.
- 16.2 Seniority List.** The City shall keep a current seniority list of all employees. This list shall be kept up-to-date by the City Clerk and shall be kept on file in the City Clerk's Office. It shall be available for inspection by the individual employees upon request.
- 16.3 Layoffs.** In reducing employee personnel, the last person hired within the ranks to be reduced shall be the first person laid off and the first person rehired, provided the remaining employees are qualified to perform the available work.

ARTICLE XVII – PAYMENT ADJUSTMENTS

- 17.1** Employee members of the bargaining unit with the required years of service shall receive increased salaries, which shall be computed on the following basis, subject to the exception set forth in Section 17.2 of this Article:

Years of Service	Adjustment
After the 5 th Year	\$45/Month
After the 10 th Year	\$65/Month
After the 15 th Year	\$85/Month
After the 20 th Year	\$115/Month

- 17.2** Effective January 1, 1993, educational incentive benefits will no longer be offered, except that longevity and educational incentive benefits in effect and earned by post-probationary employees of the bargaining unit prior to January 1, 1993, shall continue in lieu of the benefit set forth in Section 17.1 of this Article until such time as the benefit set forth in Section 17.1 of this Article exceeds the total amount of the longevity and educational incentive benefits in effect and earned by post-probationary employees of the bargaining unit prior to January 1, 1993, at which time the employee shall receive the benefit set forth in Section 17.1 of this Article.

ARTICLE XVIII – MILEAGE / VEHICLE / MEAL ALLOWANCE

- 18.1 Mileage.** When no City vehicle is available to employees while performing work for the City and employees use personal vehicles, employees will be compensated at the prevailing IRS Code mileage rate." Exception to the personal use of vehicle is when transporting equipment for repair or pickup. When no Department vehicle is available, and personnel are participating in out-of-town seminars, etc., the employee shall use his/her personal vehicle, subject to the above reimbursement rate.
- 18.2** When employees are required to attend out-of-town functions in the course of conducting City business, all reasonable expenses may be reimbursed, i.e., single rate for lodging (double rate split when two employees share a room), meals in amount established by Council action, and mileage, using the City's mileage chart. Employees are encouraged to use the City's tax-exempt status for lodging to avoid the expense of the State Sales Tax (see Clerk's Office for "STATE TAX EXEMPTION" statement). This does not exempt the City from any local tax that might be imposed.

18.3 Meal Reimbursement. The City allows up to a daily meal expense of \$45.00. Employees are responsible for any excess over \$45.00. The City will reimburse for the actual cost up to \$45.00, including tip. This allows for meal reimbursements on a daily total rather than a fixed amount for each meal. Receipts must be attached to the request. No receipt, no payment! If the City prepays a meal (which was included in the cost of the program), the City will not provide payment for a substitute meal. Undercover officers may submit vouchers in lieu of restaurant receipts.

Reimbursement for meals is on a per-day basis (i.e., not weekly or monthly basis). Reimbursement for meals pertains solely to restaurants (no grocery store goods). If an officer is supplied a meal as part of a seminar or training program, the officer will not be entitled to payment for the cost of the meal for which the officer would normally be reimbursed.

ARTICLE XIX – GRIEVANCE PROCEDURE

19.1 Definition of Grievance. A grievance shall mean a dispute concerning the interpretation or application of this contract.

19.2 Steps of Grievance Procedure.

Step 1 – Sergeant of Police. The employee, individually or with an Association representative, shall orally state his grievance to the Sergeant within ten (10) calendar days after he knew or should have known the cause of such grievance. The Sergeant shall confer with the employee in relation to the grievance, after the Association representative is given the opportunity to be present at said conference. The Sergeant shall within ten (10) calendar days orally inform the employee and the Association representative of his decision. In the event of a grievance, the grievant shall continue to perform his assigned tasks and grieve his complaint later.

Step 2 – Chief of Police. If the grievance is not settled at the first step, within ten (10) calendar days of the Step 1 decision, the employee or his representative shall prepare a written grievance on forms provided by the City and present it to the Chief. The Chief shall confer with the employee in relation to the grievance and the Association representative shall be afforded the opportunity and be present at this conference. Following said conference, the Chief shall respond within ten (10) days in writing.

Step 3 – Personnel Committee. If the grievance is not settled at Step 2, the employee or his representative may appeal the written grievance to the Personnel Committee within five (5) calendar days after receipt of the written decision of the Chief. The Personnel Committee shall discuss the grievance with the employee and the Association representative shall be afforded the opportunity to be present at this conference. Following said conference, the Personnel Committee shall respond within ten (10) calendar days in writing.

19.3 Arbitration.

1. **Time Limit.** If a satisfactory settlement is not reached in Step 3, the Association must notify the Personnel Committee in writing within ten (10) calendar days that it intends to process the grievance to arbitration.
2. **Arbitration.** Any grievance which cannot be settled through the above procedures may be submitted to arbitration. Either party may request the Wisconsin Employment Relations Commission to appoint a staff arbitrator to hear and decide the unresolved grievance.
3. **Arbitration Hearing.** The Arbitrator so appointed shall meet with the parties at a mutually agreeable date 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 to both the City and the Association, which shall be binding upon both parties.
4. **Costs.** Both parties shall share equally the costs and expenses of the arbitration proceedings including the transcript fees when requested by the Arbitrator. Each party, however, shall bear its own expense for Attorney's fees and witness fees.

ARTICLE XX – MANAGEMENT RIGHTS

20.1 The City possesses the sole right to operate the City Government and all management rights repose in it, subject only to the provisions of this contract and applicable law. The Rights include, but are not limited to the following:

1. To direct all operations of City Government;
2. To establish reasonable work rules and schedules of work;
3. To hire, promote, transfer, schedule and assign employees to any Police Department positions within the City;
4. To discipline, layoff, and re-employ employees in accordance with Wisconsin Statutes 62.13 as pertains to Police Department;
5. To maintain efficiency of City Government operations;
6. To take whatever action is necessary to comply with State or Federal Law;
7. To introduce new or improved methods or facilities;
8. To determine the kinds and amount of services to be performed as pertains to City Government operations and the number and kinds of positions and job classifications to perform such services;
9. To contract out for goods or services;
10. To determine the methods, means and personnel by which the operations are to be conducted;
11. To take whatever action is necessary to carry out the functions of the City Government in situations of emergency.

- 20.2 The Association and the Employees agree that they will not attempt to abridge these management rights and the City agrees it will not use these management rights to interfere with rights established under this Agreement. Nothing in this Agreement shall be construed as imposing an obligation upon the City to consult or negotiate with the Association concerning the above areas of discretion and policy.

ARTICLE XXI – MAINTENANCE OF STANDARDS

- 21.1 The City agrees that all conditions of employment, which are mandatorily bargainable, shall be maintained at not less than the highest standards in effect as of January 1, 1981. If the City proposes to change a past practice as defined herein, the Association will be notified in advance and the City agrees to bargain the term of the contract regarding the impact of such change.
- 21.2 No employee shall be required to take out equipment that is not mechanically sound, and properly equipped to conform to all County, State and Federal safety requirements.

ARTICLE XXII – TRAINING

- 22.1 The City agrees that it will assume primary responsibility for training employees in the Association under the guidelines of qualified personnel in the work in which they are assigned. Each employee assumes full responsibility for learning and knowing the material presented in training-sessions and further agrees to maintain a level of professional competence and reasonable physical and mental fitness necessary to perform the work assigned.

ARTICLE XXIII – SEVERABILITY

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

ARTICLE XXIV – DURATION

24.1 Current Agreement – Renewal. The provisions of this Agreement shall become effective as of January 1, 2016 and shall continue in full force and effect until December 31, 2016.

24.2 Negotiation Timetable. Negotiations for any changes in this contract shall be processed according to the following schedule:

Step 1 If either party desires to open this Agreement for negotiations on a successor agreement, it must serve written notice of such intent on or before August 1, 2016, to the City Clerk.

Step 2 Negotiations will commence no later than September 15, 2016.

24.3 This timetable is subject to adjustment by mutual agreement of the parties.

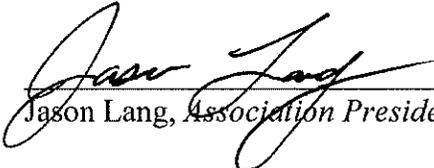
Signed and dated this 28 day of December, 2015 at Medford, Wisconsin.

CITY OF MEDFORD

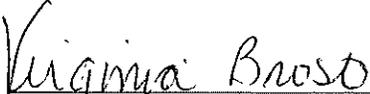
POLICE DEPARTMENT ASSOCIATION



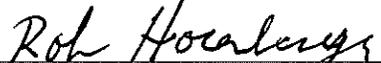
Michael R. Wellner, *Mayor*



Jason Lang, *Association President*



Virginia Brost, *City Clerk*
City of Medford



Rob Horenberger, *Secretary*

MEMORANDUM OF AGREEMENT

LATERAL ENTRY AND RETENTION PROGRAM

The City of Medford and the Medford Professional Police Association agree for those select Officers meeting the Lateral Entry Program minimum qualifications, and at the City of Medford Common Council's sole discretion, shall be entitled to the defined enhanced compensation and benefits described below.

A. Minimum qualifications are:

1. Currently employed as a full-time police officer and have a minimum of three (3) years continuous service in this capacity. (Excludes Academy time)
2. An exemplary work history.
3. Certified or certifiable by the State of Wisconsin Law Enforcement Standards Board.
4. At least 21 years of age at the time of application.
5. High School graduate.
6. Have sixty (60) college credits at the time of hire.
7. A valid Wisconsin Driver's License.
8. No criminal record.

B. Compensation and Benefits:

The lateral entry officer shall be entitled to the wage commensurate with the Officer's prior full-time experience, not to exceed the current Patrol Officer wage, upon probationary completion. The lateral entry officer may receive up to ninety-five (95%) percent of current Patrol Officer Wage during the probationary period, thereby waiving Article 12.2 of the Labor Agreement.

Additionally, the Officer shall be entitled to the vacation accrual commensurate with the Officers prior full-time experience up to a maximum of five (5) years credit or ten (10) days.

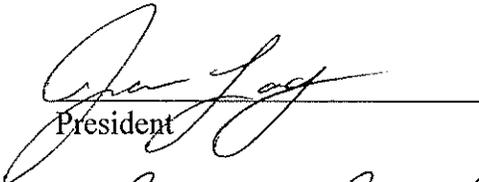
C. No other enhanced benefits:

No other contractual benefits or privileges are extended to recognize prior service. Lateral entry officers shall be subject to the probationary period as in Article II of the Labor Agreement.

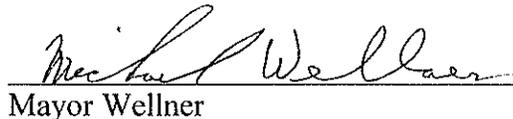
Dated this 28 day of December 2015.

ASSOCIATION

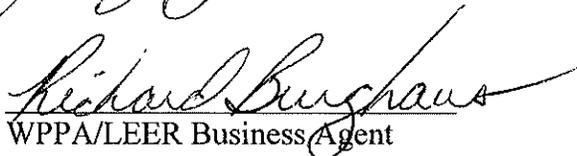
CITY OF MEDFORD



President



Mayor Wellner



WPPA/LEER Business Agent



City Clerk Virginia Brost

Memorandum of Understanding between

The City of Medford

and

WPPA/LEER Local 456

City of Medford Police Association

Whereas, the Medford Police and Fire Commission has recommended the creation of a new Lieutenant of Police position, to include administrative duties and responsibilities; and the Medford Police and Fire Commission has recommended the elimination of the Sergeant position, and;

Whereas, the City of Medford has adopted the recommendation creating a Lieutenant of Police on 5.26.16, 2016.

Therefore, the City of Medford and the City of Medford Police Association, WPPA/LEER Local 456 agrees to modify Article XIX – Grievance Procedure, Step 1, and any other reference to Sergeant will be modified to Lieutenant of Police, throughout the current 2016 Labor Agreement.

Dated: 5.25.16


President, Local 456


Mayor Wellner


WPPA/LEER Business Agent


City Clerk Virginia Brost