

AGREEMENT  
BETWEEN THE  
CITY OF MARSHFIELD  
AND THE  
MARSHFIELD  
POLICE OFFICER BARGAINING UNIT

2014 - 2016

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1. It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City of Marshfield and the Marshfield Police Department "Patrol Officers" and "Detectives" to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties.
2. It is expressly understood between the parties to this agreement that the provisions herein shall in no way modify or change the provisions of Section 62.13 of the Wisconsin Statutes, as provides for the establishment and powers of Police and Fire Commission for the City and the rights of Police officers employed by the City of Marshfield.
3. It is further understood by the parties that Section 62.13 of the Wisconsin Statutes is an enactment of statewide concern for providing a uniform system of regulations of Police Departments within the State of Wisconsin. In case of any conflict with the provisions of this agreement and statutory provisions of the Wisconsin Statutes, the said statutory provisions shall govern notwithstanding any provisions of this agreement to the contrary.

## **ARTICLE 2 - RECOGNITION**

1. This agreement made and entered into at Marshfield, Wisconsin, pursuant to the provisions of Chapter 111.70 and 62.13 of the Wisconsin Statutes by and between the City of Marshfield, a municipal corporation, as municipal employer, with the Chief of Police as its agent, hereinafter referred to as the "City", and the Marshfield Police Officer Bargaining Unit as sole bargaining agent for the rank of Patrol Officers and Detectives within the Marshfield Police Department, municipal and employees, hereinafter referred to as "Police Officer."
2. The City recognizes the Marshfield Police Officer Bargaining Unit as the exclusive bargaining agent for the regular, full-time Police Officer and Detective ranks within the Marshfield Police Department, excluding the Chief, Lieutenant and Sergeant ranks within said department.
3. The Police Officer Bargaining Unit agrees to conduct its business off duty as much as possible. The Police Officer Bargaining Unit shall be allowed to hold its meetings at the Marshfield Police Department. Business agents and representatives of the Marshfield Police Department police officer ranks having business with the elected officers or individual members of the Police Officer Bargaining Unit may confer with an officer (or officers) during the course of the working day for a reasonable time, provided that permission is first obtained from the Shift Commander of that officer.
4. On duty employees, who are members of the Police Officer Bargaining Unit bargaining team, may be permitted to attend bargaining sessions at the discretion of the Police Chief or his designee. The City reserves the right to refuse attendance depending upon the specific circumstances. Additionally, anyone on duty is subject to immediate call.

### **ARTICLE 3 - RESERVATION OF RIGHTS**

1. The officers recognize the right of the City and the Chief of Police to operate and manage its affairs in all respects. The officers recognize the exclusive right of the Chief of Police to establish reasonable departmental rules and regulations.
2. The City and the Chief of Police have the exclusive right and authority to schedule overtime work as required in the manner most advantageous to the City commensurate with the applicable ordinances or resolutions providing for overtime compensation as outlined in Article 5 and Article 6 of this agreement.
3. The City and the Chief of Police, and the Police and Fire Commission shall retain all rights and authority to which by law they are entitled.
4. The powers, rights and/or authority claimed by the City are not to be exercised in a manner that will undermine the Police Officer Bargaining Unit or its members as an attempt to evade the provisions of this agreement, or to violate the spirit, intent, or purpose of this agreement.
5. The City possesses the sole right to operate the City government and all management rights repose in it. These rights, which are normally exercised by the Chief of Police include, but are not limited to, the following:
  - A. To direct all operations of City Police Department.
  - B. To hire, promote, transfer, assign and retain officers in positions with the City and to suspend, demote, discharge and take other disciplinary action against officers pursuant to the authority and under the rules, regulations, and policies of the Marshfield Fire and Police Commission.
  - C. To relieve officers from their duties because of lack of work or for other legitimate reasons.
  - D. To maintain efficiency of City Police Department operations entrusted to it.
  - E. To introduce new or improved methods or facilities.
  - F. To change existing methods or facilities.
  - G. To determine the methods, means, equipment and personnel by which such operations are to be conducted.
  - H. To take whatever action which must be necessary to carry out the functions of the City in situations of emergency.
  - I. To take whatever action is necessary to comply with State or Federal law.
  - J. To establish reasonable work rules.
  - K. To determine the number, structure and location of departments and divisions within the Marshfield Police Department; the kinds and amounts of services to be performed by the Marshfield Police Department, and the number and kind of positions and job classifications needed to perform such services.
6. 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 4 - FAIR SHARE AGREEMENT**

1. Dues Deduction

The City agrees to deduct from the pay of all Officers covered by this agreement the dues, initiation fee, and assessments of the Association and agrees to remit to said Association the amount of money certified by the Association as being the monthly dues uniformly required of all Officers by the end of the month for which the deduction is made. 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. Written authorization to make such deductions will be required by each Officer.

2. Fair Share

A. Membership Not Required: Membership in the Association is not compulsory. Officers have the right to join, not join, maintain, or drop their membership in the Association as they see fit. No Officer 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 whenever the Commission finds that the Association has denied an Officer membership because of race, color, creed or sex.

B. Officer Representation: The Association will represent all of the Officers in the bargaining unit, members and non-members, fairly and equally and therefore, all Officers 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 amount of local dues uniformly required of members of the Association. For the purpose of this Article the phrase "cost of collective bargaining process and contract administration" shall not include any funds allocated for, or devoted to, the advancement of the candidacy of any person for any political office, or the advancement of any local, State or Federal legislation.

C. Fair Share Costs: The Association agrees to certify to the city 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 the competent jurisdiction in this regard.

D. Officer Appeals: The Association shall provide Officers who are not members of the Association with an internal mechanism within the Association which will allow those Officers 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.

E. Responsibilities of the City and the Association:

(1) If, through inadvertence or error, the City fails or neglects to make a deduction which is properly due and owing from an Officer's pay check, such deduction shall be made from the next pay check of the Officer and submitted to the Association. The City shall not be liable to the Association, Officer or any party by reason of the requirement of this section of the agreement for the remittance or payment of any sum.

(2) Indemnification and Hold Harmless Provision: The Association shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City under this section.

## ARTICLE 5 - HOURS OF WORK

1. A normal work day for patrol officers shall consist of a twelve hour shift. The shift cycle for patrol officers shall be the following: two days on duty, two days off duty, three days on duty, two days off duty, two days on duty three days off duty, (ie: 2-2, 3-2, 2-3 = 14 days) unless otherwise agreed between the Officer and Police Chief for the sole purpose of worker's compensation or light duty. The normal work day for plainclothes officers shall consist of an eight hour shift. The normal work week for plainclothes officers shall consist of five (5) days on duty, two (2) days off duty, five (5) days on duty, two (2) days off duty.
  - A. For purposes of overtime, call time, paid holidays and other premium pay, the hourly rate shall be computed on the yearly base salary, divided by 2080.
  - B. The Detectives and School Liaison/Traffic Safety Officers shall continue to work shift cycles consistent with past practice.
  - C. Detectives will work a ten (10) hour schedule four (4) days a week on a rotating basis with schedules of Monday through Thursday; Monday, Tuesday, Thursday, Friday; Tuesday through Friday. Start times to vary as determined by the Chief or the Chief's designee. Any time either party finds this scheduling unworkable, the plan can be dropped and will revert back to the 5-2, 5-2 (8 hours per day) work schedule.
  - D. The officer assigned as the Drug Officer shall submit a tentative schedule to their shift supervisor for their approval on a weekly basis. This schedule shall consist of flexible hours totaling 80 hours each pay period. With approval, the Drug Officer shall be allowed to adjust this schedule when needs arise.
  - E. Both parties agree to continue the practice of permitting one Officer on the night shift to be scheduled as the "early officer". Accordingly, that Officer reports for duty one hour earlier than normal shift starting times and is consequently scheduled to end their shift one hour earlier than normal.
2. Switching of Duty Hours - Officers will be allowed to change shifts and/or days off with one another, subject to the approval of the shift commander involved and/or the Chief of Police. The Officer trading who will be scheduled for duty after the approval, will be responsible for being present for their tour of duty.

## ARTICLE 6 - OVERTIME, COMPENSATORY TIME

1. Overtime - Officers will be compensated at the rate of time and one-half based on their normal rate of pay for all hours worked in excess of their normal shift. For purposes of overtime the hourly rate shall be computed on the yearly base salary divided by 2080.
2. Compensatory Time - All Officers covered by this agreement shall be compensated with pay or compensatory time off subject to the approval of the Chief of Police for all time worked in excess of the scheduled work day or work week. Such cash or compensatory time off shall be computed on the basis of one and one-half hours for each one hour of overtime worked.
  - A. All overtime earned shall be either paid or used as compensatory time off. Officers will be allowed to accumulate a maximum of 72 hours of compensatory time. Officers will be

allowed to regenerate these hours if their compensatory bank has been reduced below the 72 hour limit either through the use of time off or cash payout. Cash payout for compensatory time will be allowed one time per year to be paid on the first payroll date in December. This payout will be limited to 45 hours and must be requested by the Officer.

- B. Due to the nature of work performed by the Police School Liaison Officers and the Traffic Safety/Crime Prevention Officer, they will be permitted to accrue a maximum of 120 hours of compensatory time off.
3. Approval of Overtime, Compensatory Time - All overtime and compensatory time must be approved by the Chief of Police or his designee. The number of hours of overtime and compensatory time must be submitted to central payroll along with the Officer's normal hours of work for that pay period.
  4. Trading of Compensatory Time - Officers may trade accumulated unused compensatory time. The Officer(s) requesting the compensatory time trade must have written prior approval from the immediate supervisor. Additionally, the City and any of its agents are held harmless for any errors and omissions that may occur because of trading compensatory time.
  5. Voluntary Duty - Officers who volunteer to work as the Assistant Firearms Instructor, Advisor to the Explorer Scouts, participate in tactical team training, and work with the Police Auxiliary will be compensated with time off on a time and one half (1 ½) basis. Officers receiving compensatory time off for volunteer work shall be allowed to apply such time off toward the 72 hours of accrued compensatory time off provided in Paragraph (2) above.
  6. Officers assigned to work 12 hour shifts will have 36 hours of compensatory time added to their compensatory banks four times each year. This will occur the first day of each calendar quarter, Jan. 1, Apr. 1, July 1, Oct. 1). This 36 hour addition will be inclusive with the 72 hour maximum limitation. Officers are expected to reduce their compensatory time banks to 36 hours or less prior to the end of each quarter. Any officer exceeding the 72 hour limit following the 36 hour addition will be paid at straight time for hours above 72 provided they can display that a reasonable effort to take the time off had been made but denied. Any officer exceeding the 72 hour limit following the 36 hour addition that cannot display a reasonable effort to take time off will be made to take the excessive time off at the order of the Chief or his designee, at a time decided by the Chief or his designee. Officers who are directed to take this time off, and receive at least 24 hours notice, will not qualify for a change of shift premium as addressed in Article 7. In either event, compensatory time shall not be lost by the officer.
  7. The 36 hours of compensatory time added to the 12 hour shift Officers bank are considered hours added in advance at the rate of 12 hours per month. An Officer who is quitting or is being terminated due to discharge or retirement shall have these hours prorated at the rate of 12 hours per month. An Officer leaving prior to the 15th of any month shall not be credited for that month. Officers leaving on or after the 15th of any month shall receive credit for that month. New Officers starting prior to the 15th of any month shall be credited for that month. No credit shall be given for an Officer starting on or after the 15th of the month. In the event of the death of the Officer, the City shall not seek reimbursement for compensatory time taken prior to the time of death.

## **ARTICLE 7 - MINIMUM CALL-IN TIME**

1. Call time is defined as a request to return to duty at some time other than the regularly scheduled starting time. Officers shall receive a minimum of three (3) hours pay at the rate of time and one-half the officer's regular base rate of pay. This shall not include any time an officer is called in while off duty to complete or correct reports neglected during the regular duty hours.
2. The minimum call-in pay premium will be paid if an officer is notified of the change in their work schedule after the completion of their last series of consecutive days of work. If the shift change involves a string of consecutive days the call-in pay premium will be paid for only the first day in which the schedule has been changed. For two specific events--the Dairyfest and the Central Wisconsin Fair--the City will make every effort to provide the officer with two weeks of advance notice of changes in their work schedule. If less than one week of advance notice is provided, the officer will qualify for the call-in pay premium for the first day in which the schedule has been changed.
3. Time worked that continues the normal work day shall not apply to minimum call-in pay.
4. All call-in time must be approved by the Chief or his designee.

## **ARTICLE 8 - NIGHT SHIFT DIFFERENTIAL**

All non-day shift Officers shall receive \$0.40 shift differential for each hour work. (Day shift Officers are defined as Officers beginning their shift between 5:00 A.M. and 11:00 A.M.) Any Officer assigned to work overtime between 6:00 P.M. and 6:00 A.M. shall qualify for \$0.40 shift differential for each hour worked.

## **ARTICLE 9 - COURT FEE - WITNESS FEE**

1. Officers who are off duty and are summoned to appear in a Court of Law, on official City business, will be compensated at the minimum rate of three (3) hours pay computed at time and one-half the Officer's base salary, as set forth in Article 5, (1) (C).
  - A. Officers whose subpoena appearance time is either during scheduled duty hours or consecutive with the end of their scheduled duty hours, shall not qualify for minimum court fee.
  - B. Officers who are required to appear for court prior to their scheduled hours of duty, shall qualify for minimum court fee.
  - C. Travel time to and from court, shall be inclusive with court time pay.
  - D. Three hours minimum court fee, shall apply only once per day.
2. Officers will receive the witness fee, if the officer has traveled to the place of court or to the police department to prepare for court, and is notified that the court hearing is canceled.

**ARTICLE 10 - TRAVEL EXPENSES**

1. Officers who are out of the City of Marshfield on approved City business will be reimbursed for use of a personal vehicle. Payment will be at the current City rate per mile traveled and will be computed to include the round trip from the police department to the destination and back. Reimbursement will not be paid to passengers or to drivers of City owned vehicles.
2. Officers who are out of the City of Marshfield on approved City business shall be reimbursed for meal expenses. This allowance will be paid upon presentation of original receipts for each meal. Individual meal costs submitted for reimbursement will not exceed the following: Breakfast (\$8.00); Lunch (\$10.00); and Dinner (\$22.00). In no situation shall the daily meal reimbursement exceed \$33.00. If an Officer is offered a full breakfast, lunch and/or dinner the meal reimbursement will not apply for that particular meal. An Officer must leave home prior to 6:30 am or be required to stay overnight to qualify for the breakfast reimbursement. An Officer must arrive back in Marshfield after 7:00 pm to be eligible for the dinner reimbursement. The time taken to eat the evening meal may not be included in the 7:00 pm time limit.
3. The City shall pay 100% of the necessary lodging expenses for an Officer who is out of the City of Marshfield on approved City business with prior authorization of the Chief or his designee. Payment shall be in the form of an authorization for direct billing or upon presentation of original receipts.

**ARTICLE 11 - PROBATIONARY PERIOD**

1. The probationary period for starting patrol officers is twelve (12) complete months.
2. Probationary officers who resign or are terminated within their first twelve (12) months of employment are not entitled to payment for vacation.

**ARTICLE 12 - LONGEVITY PAY**

<u>Years</u>	<u>Dollars Per Month</u>
5 to 10 years	\$11.00
10 to 15 years	\$22.00
15 to 20 years	\$33.00
20 to 25 years	\$44.00
over 25 years	\$55.00

1. Longevity payments will not be included in base pay for purposes of computing holiday pay or vacation pay.

**ARTICLE 13 - HOLIDAYS**

New Years Day	Thanksgiving Day
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Friday Before Easter	December 24
Memorial Day	Christmas Day
Independence Day	December 31st
Labor Day	Personal Holiday

1. Officers receive ninety-six (96) hours paid holiday time to be placed in a bank on January 1st of each year. Twelve (12) hours of holiday time must be taken as time off, to be scheduled by mutual agreement with the supervisor. Officers may elect to take holiday time off in time periods of four (4) hours or more. Any officer with less time than four (4) hours in the holiday bank will be allowed to take that amount of time off prior to the end of the calendar year. Holiday time that is unused or unscheduled by December 1st, will be paid to the officer on the first payroll date in December of that calendar year.
2. If an Officer is required to work on one of the Holidays, that Officer will receive time and one-half their regular hourly rate for each hour worked. Officers who are scheduled off on a Holiday will receive their normal pay for that particular pay period. If an Officer is required to work beyond their normal shift as a continuation of the shift or is called in to work on a holiday when scheduled off, the Officer shall receive double time their regular hourly rate for all overtime hours worked on the holiday.
3. If a holiday falls during an Officer's scheduled vacation that Officer has two options:
  - A. The holiday can be credited against the banked holiday account leaving the Officer an extra day of vacation.
  - B. The Officer may credit the day against vacation leaving the Holiday in the banked holiday account for pay or use as time off.
  - C. Whatever holiday/use option is chosen, the Officer is responsible for notifying the supervisor as to how they choose to have the day charged. Failure of the Officer to make their wishes known regarding the day will have the time credited against their holiday bank.
4. An Officer who is newly hired in a year or gives at least two weeks prior notice to quitting, or Officer whose service is being terminated due to discharge or retirement shall receive pay for holidays on a prorated basis of their regular rate of pay. Officers who die while in the service of the City shall receive pay for holidays earned on a prorated basis of their regular rate of pay however, the City shall not seek reimbursement for holidays taken prior to the time of death. To receive credit for a month an Officer would have to leave after the 15th or start before the 15th.

#### **ARTICLE 14 - SICK LEAVE**

1. A permanent Officer shall accumulate one day of sick leave credit for each calendar month of service, except that in the event such service commences after the 15th day of the month, no credit will be given for that month. Each day of sick leave credit so accumulated shall be used as a basis for sick leave pay while an Officer is absent because of illness.
2. Sick leave days under this plan shall be accumulated to a maximum of 960 hours. Officers working 12 hour shifts will generate 12 hours sick leave per month. Officers working 8 or 10 hour shifts will generate 8 hours sick leave per month. The Drug Officer for the purpose of sick

leave shall be considered a 10 hour per day employee and will generate sick leave at a rate of 8 hours per month.

3. In order to be granted sick leave with pay, an Officer must report promptly to the on-duty Shift Commander the specific illness or ailment. They must keep the on-duty Shift Commander informed of their condition, and they must submit a medical certificate for any absence of more than three (3) consecutive working days if requested by the Chief of Police.
4. Deductions from accumulated sick leave shall be taken in not less than one hour periods. Compensation for sick leave will be based on a 12 hour day for those Officers working a 12 hour shift, a 10 hour day for those Officers working a 10 hour shift and an 8 hour day for those Officers working an 8 hour shift. Deductions in sick leave for the Drug Officer shall be 10 hours per day for each scheduled work day missed due to illness.
5. Sick leave accumulated under this plan is cancelled if and when an Officer leaves their employment. Sick leave credits shall be transferable from one City department or position to another.

#### **ARTICLE 15 - EMERGENCY LEAVE**

1. The City shall allow Emergency Leave, for the amount of time specified in the following situations:
  - A. In case of a death in the immediate family (immediate family includes spouse, child, stepchildren, parents, stepparents, parents-in-law, grandparents, grandparent in-law, brother and sister) of a regular Officer, they will be paid for the scheduled time lost, not to exceed three (3) working days at their regular straight time rate of pay to be used from the time of notification to three working days after the burial.
  - B. One (1) day at full pay for deaths of relatives (relatives include grandchildren, brother-in-law, sister-in-law, uncles, aunts, nephews, and nieces) falling on a work day.
  - C. One (1) day for weddings in the immediate family falling on a work day. (Immediate family is defined in A.
  - D. One (1) day at full pay for a birth in the household falling on a work day.
  - E. For the purposes of this Agreement, an assigned shift shall be considered one day.

#### **ARTICLE 16 - WORKER'S COMPENSATION**

1. A regular full time Officer who sustains an injury while performing within the scope of their employment as provided by Chapter 102 of the Wisconsin Statutes (Workers Compensation) shall continue to receive the difference in pay between the worker's compensation payment and regular gross base salary for a period of thirty (30) work days. Upon completion of the thirty (30) work days, the Officer may continue to receive full pay by requesting the City to pay the difference between their regular gross base salary and their worker's compensation payments for the period of time of the injury under the following conditions:
  - A. The Officer must have accrued unused sick leave, holiday, compensatory time or vacation

benefits to be eligible to receive payments.

- B. If the Officer has accrued unused sick leave, holiday, compensatory time or vacation benefits the Officer must contact the Chief of Police in writing requesting that the City pay the difference between the worker's compensation benefits and their regular gross base salary.
- C. The Officer must substantiate to the City's satisfaction, actual receipt and amount of each worker's compensation payment and the amount of the Officer's regular gross base salary.
- D. The City shall deduct from accumulated sick leave, holiday, compensatory time or vacation benefits the actual time needed (2.7 hours for 8 hour shifts, 3.3 hours for 10 hour shifts and 4.0 hours for 12 hour shifts) to generate sufficient money to make up the difference between the worker's compensation payment and the amount of the Officer's regular gross base salary. For the purposes of this section, the Drug Officer while working a flex schedule shall be considered a 10 hour per day employee.
- E. When sick leave benefits, holidays, compensatory time and vacation benefits have been exhausted, the Officer shall only receive worker's compensation payments. Officers may choose to receive the worker's compensation payment and receive no additional payment from the City.

## **ARTICLE 17 - CLOTHING ALLOWANCE**

- 1. Clothing allowance for Officers will be as follows:
  - A. The clothing allowance for Officers will be in the sum of \$500 per year. The clothing allowance shall be paid to each Officer on the second payroll day in January of each calendar year.
  - B. The City will furnish new probationary patrol officers their initial uniforms not to exceed \$800. In the event the probationary patrol officer fails to complete their probationary period, all uniforms and duty related items purchased with the \$800 shall become the property of the City.
  - C. All uniforms and/or clothing shall be purchased only after being approved by the Chief of Police.
  - D. Terminating Officer:
    - (1) Officers are advanced for clothing and subject to deductions as follows:
    - (2) Deduction: Any Officer who leaves the Department for any reason during the year, except death of the Officer, shall allow the City to deduct from their final paycheck the amount due the City on prorated basis.
    - (3) Pro-ration: Pro-ration of the uniform allowance shall be determined by computing the actual period of employment during calendar year by the Officer. Any Officer hired between the 1st and the 15th of the month shall be given credit for working the full month. If they are hired after the 15th, they will receive no credit for that month. If the Officer leaves or is terminated on or before the 15th of the month, they will receive no credit for that month. After the total number of months worked has been determined, the number of months worked will be the numerator of a fraction with twelve as the denominator. The resulting fraction shall be applied to the specific uniform allowance in

question during that year.

## **ARTICLE 18 - COMPENSATION FOR POLICE TRAINING**

1. An Officer attending a police training course while off duty, authorized by the Chief of Police or his designee, shall be compensated under provisions set forth in Article 6.
  - A. All approved, mandatory or annual recertification training, including breaks and lunch periods, attended while off-duty, will be compensated at time and one-half.
  - B. Officers who are off duty and attend approved training shall be compensated at the minimum rate of two (2) hours pay or compensatory time as set forth in Article 6. This applies to all training. Additionally, Officers attending training at the Lincoln-Spencer Road range facility shall be paid an additional one-half (.5) hour pay or compensatory time as set forth in Article 6 in lieu of travel time or expenses for travel to and from the range. Minimum training time of 2 hours shall not apply if the training is an extension of an Officer's regular work hours.
  - C. In order to facilitate the attendance of an Officer at a training session, it is permissible for the Officer and shift supervisor to agree upon switching off time on a straight time basis so that overtime will not be incurred.
  - D. Travel time to and from approved training will be compensated under Article 6. (This excludes range training as explained in Article 18 (1) B.)
2. Officers attending approved training will receive a lunch period. If the Officer is on duty and attending a training program, they will receive a one hour lunch period but will be subject to call and will not be eligible to make any claim against the City for portions of a lunch hour that may be missed.
  - A. This procedure will have no effect on our regular lunch hour procedures for Officers performing regular functions on a shift. Additionally, Officers attending less than 4 hours of training will have no claim for a lunch hour.
3. Officers who complete their training (including travel and breaks) prior to the end of their normal scheduled work day will be expected to complete the shift's regular total hours by one of the following methods:
  - A. Officer may continue to work upon their return until the time commitment is met.
  - B. Officer may request the amount of time not worked to be deducted from their compensatory time bank.

## **ARTICLE 19 - EDUCATIONAL BENEFITS**

1. All officers with one (1) year of service shall receive pay for a school incentive program for an Associate Degree or a Bachelor's degree at the following rate:
  - A. Officers shall be paid \$.30 per credit, per month upon proof of completion of the course. Effective with credits earned after 1/1/93; this benefit does not apply to credits earned in the course of employment. Officers hired after January 1, 1998, shall be paid \$0.30 per credit, per month upon proof of completion of courses only for those credits that exceed a base of

sixty credits. Employees hired after December 31, 2010 are eligible for the monthly incentive pay program up to a maximum of 60 credits above their associate degree.

- B. Books and tuition will be paid for by the City for up to 16 credits per Officer per calendar year, if an Officer does not receive reimbursement from state or federal programs or veterans benefits. Receipts will be required for all reimbursements. Officers completing a course are required to turn in the textbook for placement in the department library.
- C. To receive per credit payment and payment of course tuition and books the course must be criminal justice or related or necessary for the completion of an Associate or Bachelor's Degree. Courses must be from an accredited institution. In addition, if the Officer does not obtain a C grade or better, the Officer will be required to repay the City any funds received for the course tuition and books. Proof of grades must be furnished to the Chief or his designee.

**ARTICLE 20 - PAY PERIOD**

- 1. Officer's personal payroll vouchers will be prepared by the Finance Department and will be paid bi-weekly, every other Friday. If Friday is a legal holiday, then payday shall be on the day preceding the legal holiday. The Officer's base gross salary will be calculated by dividing the annual salary by the number of paydays falling in that calendar year.
- 2. Payroll Savings Plan. A payroll savings plan is available to officers who wish to enroll. The City agrees to operate the savings plan in accordance with procedures set down by the United States Government.

**ARTICLE 21 - VACATION**

- 1. The Chief shall administer the vacation schedule according to the terms of this Agreement. He shall reserve the right to determine the number of personnel to be on vacation at any one time in order to insure maximum protection and safety of the City.
- 2. Officers shall receive vacation benefits as follows:

<u>Years of Service</u>	<u>Vacation Time</u>
After one (1) years service	Forty (40) hours
After two (2) years service	Eighty (80) hours
After seven (7) years service	One hundred and twenty (120) hours
After fourteen (14) years service	One hundred and sixty (160) hours
After twenty (20) years service	Two hundred (200) hours

- 3. Officers shall be eligible for vacation benefits on their anniversary date and such vacations shall be taken within one (1) year following the anniversary date. Officers on vacation shall be compensated at their normal hourly rate of pay plus any benefits to which they are normally entitled.

4. Short Time Vacation Usage. Short time vacation usage shall be defined as vacation time off in one day or less time periods. Officers may elect to take vacation time off in time periods of four hours or more. Any Officer with less time than four hours in their vacation bank will be allowed to take that time off prior to their anniversary date. Approved short time vacation is subject to cancellation should conditions change.
5. All Officers who are eligible for vacation shall submit their first choice of dates to the Chief of Police or his designee by January 31st of each year. Second choice vacations shall be submitted by March 31st of each year. In the event two Officers on the same shift choose the same vacation time period as first choice, the senior of the two Officers shall be granted their first vacation choice. The same shall hold true for second choice vacations. Vacation choices shall be limited to fourteen calendar days each for all personnel.
6. An Officer who gives at least two (2) weeks prior notice to quitting, and Officers whose service is being terminated due to discharge, death or retirement shall receive pay for their accrued and unused vacation benefits; at their regular rate of pay at the time of termination. If an Officer terminated before the 15th of the month they shall not receive credit for the month; if the termination occurs on or after the 15th of the month, they shall receive credit for a full-month towards vacation accrued.
7. It is the responsibility of the Officer to see that all vacation days are used prior to their anniversary date. No unused vacation will be paid-out.

## **ARTICLE 22 - RULES AND REGULATIONS OF THE POLICE DEPARTMENT**

1. The rules and regulations of the Marshfield Police Department as established by the Police and Fire commission of the City of Marshfield, Wisconsin, in accordance with the provisions of Section 62.13 of the Wisconsin Statutes and pursuant to Section 111.70 of the Wisconsin Statutes shall be made part of this Agreement by reference.
2. Each Officer will have access to the Policies and Procedures Manual of the Marshfield Police Department through the computer and supervisor. Officers shall be notified of any changes to said Manual by e-mail.

## **ARTICLE 23 - HOSPITALIZATION PLAN (INSURANCE)**

1. The City shall offer the Security Health Plan of WI, Inc. with Major Medical coverage, with a preventive care benefit and \$500 annual deductible per individual and a maximum family out-of-pocket expense of \$1,500. In addition, there will be a co-pay on prescription drugs utilizing a \$10 for generic/\$20 Brand Drug benefit card. Premium costs will be shared 85%/15% between the City and Officer respectively.
2. Probationary Officers: The insurance provided under this section shall be available to all probationary Officers when they are eligible to participate as determined by the insurance carrier.
3. No Claim: No Officer shall make any claim against the City for additional compensation in lieu of or in addition to the cost of their coverage because they do not qualify for the insurance or the

family plan thereunder.

4. The City shall allow Officers to participate in the Dental Plan at 100% Officer paid premiums.
5. The City shall provide, at no cost to the Officers, the Security Health Vision Care Plan for the Officers and their families.

#### **ARTICLE 24 - LIFE INSURANCE AND DEATH BENEFIT PROVISION**

1. The City will pay for the first \$7,500 of-life insurance and the Officer is entitled to purchase additional insurance at the current rate, per \$1,000 for each \$1,000 he earns, to the next closest thousand of their yearly salary (minimum purchase is basic plan or one times last year's Wisconsin Retirement System wages). (Example) A salary of \$9,000.01 per year entitled the officer to receive \$10,000.00 worth of life insurance under the City Group Plan.
2. Upon selection and ratification of an increased life insurance plan, each Officer will be furnished a copy of the terms and provisions thereof and by mutual agreement of both sides, the City and the Police Officer Bargaining Unit will be attached to and made part of this agreement.
3. The City of Marshfield recognizes Chapter 180 of the Laws of 1973 (Section 101.81 Wisconsin Statutes) WORKERS COMPENSATION DEATH BENEFIT FOR POLICE OFFICERS KILLED IN THE LINE OF DUTY WHILE EMPLOYED BY THE CITY OF MARSHFIELD.
4. Change of Carrier: The City may from time to time change the insurance carrier and/or self-fund insurance benefits if it elects to do so, provided equal benefits are maintained. The City shall notify the Association prior to any change in carrier.

#### **ARTICLE 25 - RETIREMENT PROGRAM**

The Employer agrees to participate in the Wisconsin Retirement System. The Employer shall pay 100% of the employee's required contribution to the Wisconsin Retirement System. The employee shall pay 1% of the employee share effective on April 18, 2014, an additional 1% (2% total) effective on January 23, 2015, and an additional 1% (3% total) effective on January 22, 2016. Effective January 1, 2014, employees hired after July 1, 2011 shall pay the full WRS employee contribution as required by state law.

#### **ARTICLE 26 - SUSPENSION, DISMISSAL AND REDUCTION IN RANK**

Suspension, dismissal and reduction in rank by the Chief shall be governed by Section 62.13 of the Wisconsin Statutes.

#### **ARTICLE 27 - GRIEVANCE PROCEDURE**

1. Definition of Grievance: For the purpose of this Agreement, the term "grievance" means any

dispute between employer and the officer or officers, or between the City and the Officer concerning the effect, interpretation, application, claim of breach or violation of the provisions of the agreement which are not specifically exempted from grievance procedure, including what constitutes cause for disciplinary action.

2. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual consent. A working day for the purposes of the grievance procedure is defined as any one of five (5) days, Monday through Friday.
3. 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.
4. Steps in Procedure:
  - Step 1: The grievant shall contact their immediate supervisor within five (5) working days after they knew or should-have known of the cause of such grievance. In the event of a grievance the Officer shall perform their assigned work task and grieve their complaint later. The Officer's immediate supervisor shall within five (5) working days inform the Officer and the Association of their decision.
  - Step 2: If the grievance is not settled at Step 1 the grievant may, within five (5) working days after the oral decision of their immediate supervisor, prepare a written grievance to the Chief. The Chief shall meet with the Officer and not to exceed two (2) Association Representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of the submission of the written grievance by the Officer. The Chief shall then review and further investigate the grievance and inform the aggrieved Officer and the Association in writing of his decision within five (5) working days after the meeting between the grievant and the Chief.
  - Step 3: If the grievance is not settled in Step 2, any grievance which is not covered by Section 62.13 (5) of the Wisconsin Statutes shall be submitted to the Finance, Budget and Personnel Committee through the City Administrator. This appeal shall take place within five (5) working days after receipt of the written decision of the Chief. The Finance, Budget and Personnel Committee shall then answer the appeal after review of the record and investigating the grievance within ten (10) working days. The City Administrator shall inform the aggrieved Officer and the Association in writing of its decision. All matters subject to the provisions of Section 62.13 (5) of the Wisconsin Statutes shall be processed in accordance with the statute.
5. Arbitration:
  - A. Time Limits: If the grievance is not settled in the third step and it is not governed by Section 62.13 (5) of the Wisconsin Statutes, the grievance may be appealed to arbitration by the Officer and the Association giving written notice to that effect to the City Administrator within five (5) working days after the written decision in Step 3 is received.
  - B. Selection of Arbitrator: The Arbitrator shall be selected by The Wisconsin Employment Relations Commission. The decision of the arbitrator will be final and binding on all parties except for judicial review. The Arbitrator's authority shall be limited to the subject matter of the grievance and shall be restricted solely to an interpretation of the contract in the area where the alleged breach occurred. The Arbitrator shall not modify, amend, add to, or delete from the express terms of the Agreement.

- C. Arbitration Hearing: The arbitrator shall use their best efforts to mediate the grievance before the formal arbitration hearing. The arbitrator appointed by the Wisconsin Employment Relations Commission shall meet with the parties as soon as a mutually agreeable date can be set to preview 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 Association which shall be final and binding on both parties.
- D. Cost: Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all out-of-pocket expenses including possible attorney's fees.

### **ARTICLE 28 - SENIORITY**

- 1. Seniority shall, for the purpose of this agreement, be defined as an Officer's length of continuous full time service, within the bargaining unit, since their last date of hire, less adjustments due to layoff, approved leaves of absence without pay, or other breaks in service.
- 2. Seniority and the employment relationship shall be broke and terminated if an Officer:
  - A. quits;
  - B. is discharged;
  - C. is absent from work for three (3) consecutive working days without notification to and approval by the employer, unless unable to notify for physical or other reasonable excuse;
  - D. fails to report to work within three (3) working days after having been recalled from layoff;
  - E. fails to report for work at the termination of a leave of absence;
  - F. while on a leave of absence for personal or health reasons accepts other employment without permission;
  - G. retires.

### **ARTICLE 29 - MILITARY LEAVE**

Leave of absence shall be granted for absences because of national guard or military reserve training. Such leave of absence may be in addition to regular vacation periods, but no compensation will be paid unless such training periods are taken during the Officer's vacation.

### **ARTICLE 30 - JURY DUTY PAY**

- 1. Policy - When an Officer is absent from work for the purpose of performing jury duty, they shall be entitled to their regular compensation less the amount received as compensation for jury duty fees. The Officer will retain all compensation received for jury duty.
- 2. Procedure for Payment:

- A. When an Officer is absent on Jury Duty, it should be reported on the Officer's time card.
- B. When an Officer is reimbursed for their jury duty, that Officer must inform the Comptroller's office of the amount received.
- C. The amount compensated for jury duty fees, exclusive of mileage, will be deducted from their next payroll check.

### **ARTICLE 31 - DEFENSE OF TORT LIABILITY**

The City shall authorize the City Attorney to defend actions brought against any Officer arising out of any acts done within the scope of their employment or committed while carrying out their duties as such Officer. Any judgment rendered against such Officer as to damages and costs in excess of any insurance applicable to such Officer shall be paid by the City in accordance with and subject to the provisions of Section 895.43 and 895.46 of the Wisconsin Statutes.

### **ARTICLE 32 - RESIDENCY**

Any person employed by the City, whose position is subject to this Agreement, shall be required, as a condition of continued employment, to be a resident within a 15 mile radius of the City of Marshfield Police Department, or to become such resident no later than sixty (60) days following the completion of their probationary period. Any permanent Officer of the City of Marshfield subject to this Agreement who moves outside the 15 mile restriction shall automatically vacate their position with the City on the same date that the transfer of residence takes place, but no more than sixty (60) days after physical removal.

### **ARTICLE 33 - POST EMPLOYMENT HEALTH PLAN**

The City of Marshfield ("Employer") agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement. The parties hereto designate Nationwide Retirement Solutions to act as Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents.

The City agrees to establish a Post Employment Health Plan (PEHP) in accordance with applicable sections of the Internal Revenue Service Code with the City paying any administration costs. Beginning on July 1, 2008 the City will contribute \$400.00 per year to a PEHP account for each Officer. Contributions will be made in equal pay periods. Both contributions are non-pensionable under the Wisconsin Retirement System.

#### **ARTICLE 34 - NO OTHER AGREEMENT**

The City agrees not to enter into any other agreement written or verbally with the members of the Police Officer Bargaining Unit, individually or collectively which in any way conflicts with the provisions of this Agreement.

#### **ARTICLE 35 - AMENDMENT PROVISIONS**

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

#### **ARTICLE 36 - SAVINGS CLAUSE**

If any Article or Section of this agreement or any addendum thereto should be held invalid by operation of the 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 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 agreeable replacement for such Article or Section.

#### **ARTICLE 37 - TIMETABLE FOR CONFERENCES AND NEGOTIATIONS**

The parties agree to reopen negotiations on or before August 31 for the purposes of discussing changes to the Agreement to be effective January 1 of the following year. Either party may send notice to the other party requesting that the negotiations be opened to make changes to the current Agreement. Initial proposals from each party shall be presented at the initial bargaining session. If the parties are unable to meet before August 31, the initial bargaining session shall be held as soon as possible thereafter.

#### **ARTICLE 38 - DURATION OF AGREEMENT**

This Agreement will become effective January 1, 2013, and shall remain in full force to and including December 31, 2016. In the event agreement is not reached for renewal of the Agreement, the existing terms and conditions shall continue to apply until settlement is reached in negotiations; however, the state law, if any, shall continue to apply at that time.

IN WITNESS WHEREOF, THE PARTIES HERETO, HAVE EXECUTED THIS AGREEMENT FOR THE YEARS TWO THOUSAND FOURTEEN, TWO THOUSAND FIFTEEN, AND TWO THOUSAND SIXTEEN.

CITY OF MARSHFIELD	POLICE OFFICER BARGAINING UNIT
Chris Meyer, 02/11/2014	Jason Parks
Mayor	President
Deb Hall, 02/11/2014	Jody Geurink
City Clerk	Vice President
Randy Gershman, 02/11/2014	Kevin Hamill
Fire & Police Commission Representative	Secretary

## APPENDIX "A"

The wages to be paid to the employees governed by this contract with the City shall be as follows:

Effective		\$100 Upon Ratification by Parties	10-1-2014 (1%)	07-1-2015 (1%)	07-1-2016 (1%)
Detective	Annual	\$57,969	\$58,549	\$59,134	\$59,725
	Hourly	\$27.87	\$28.15	\$28.43	\$28.71
Police Officer	Annual	\$55,528	\$56,083	\$56,644	\$57,210
3 <sup>rd</sup> Year	Hourly	\$26.70	\$26.96	\$27.23	\$27.50
Police Officer	Annual	\$53,014	\$53,544	\$54,079	\$54,620
2 <sup>nd</sup> Year	Hourly	\$25.49	\$25.74	\$26.00	\$26.26
Police Officer	Annual	\$49,275	\$49,768	\$50,266	\$50,769
1 <sup>st</sup> Year	Hourly	\$23.69	\$23.93	\$24.17	\$24.41
Police Officer	Annual	\$46,793	\$47,261	\$47,734	\$48,211
Starting	Hourly	\$22.50	\$22.72	\$22.95	\$23.18

## APPENDIX "B"

Police/School Liaison Officer Assignment: The City agrees to continue the School Liaison Officer as an assignment in the Police Department. The Officer assigned to the position of School Liaison Officer shall be compensated at the Detective pay rate. The Chief reserves the right to assign or remove the School Liaison Officer in accordance with the best interest of the Department.

Temporary Detective Assignment: The Detective classification and pay range is for an Officer permanently assigned to the position of Detective. The salary for this position is not to be paid to Police Officers being rotated into the Detective Bureau for training. A Police Officer fully trained as a Detective and temporarily assigned to the Detective Bureau will receive the Detective rate of pay. A temporary assignment is defined as a month or less.

Acting Shift Commander Pay: A Patrol Officer assigned to serve as Acting Shift Commander in the absence of both the Sergeant and the Lead Officer shall receive additional compensation computed on the basis of the Detective rate of pay. Payments shall be made for Officers assigned to serve as Acting Shift Commander for a period of two (2) work hours or more. The Acting Shift Commander duties shall be assigned by the Chief or his designee for each shift.

Traffic Safety/Crime Prevention Officer: The City agrees to continue the Traffic Safety/Crime Prevention Officer as a position with the Marshfield Police Department. Officers shall be selected for the TS/CP position, in accordance with the established procedure. The Officer in the position shall be compensated at the Detective rate of pay.

Field Training Officer: A Patrol Officer assigned to serve as Field Training Officer shall receive additional compensation when assigned as FTO for the period of training a new employee, on the basis of the Detective rate of pay. Assignment of the FTO duties shall be at the sole discretion of the Chief.

Lead Officer Pay: A Lead Officer shall receive additional compensation at the rate of fifty cents (\$0.50) an hour for all hours actually worked.

Drug Officer Assignment: The Patrol Officer assigned to serve as Drug Officer shall receive compensation at the Detective rate of pay during that time period in which he/she serves in this capacity. The Chief reserves the right to assign or remove the Drug Officer in accordance with the best interests of the department.

Canine Officer: The patrol officer assigned as the canine handler shall, upon receiving canine handler training and implementation of the program, continue in that assignment for a minimum period of three years unless removed by department administration for cause.

All contractual provisions which apply to patrol officers working patrol duties shall apply to this assignment except for the following:

The canine handler will generally work a schedule consistent with the shift to which they are assigned; two days on, two days off, three days on, two days off, two days on, three days off,

repeat. Due to the nature and demands of their work, canine officers will generally work the night shift schedule.

The canine handler shall perform assigned duties 11 hours each schedule day. One additional hour of each scheduled day is considered straight time worked. Those seven work hours each two weeks are considered work time associated with caring for the canine. There will be no additional time allowed or compensation provided for the care of the canine. The assigned handler is responsible for the daily care and well-being of the canine.

The City is responsible for all other expenses related to the canine to include insurance, food, supplies, equipment, kenneling, and veterinarian costs. The City will pay for installation of an outdoor kennel at the canine handler's residence as well as relocation of that kennel once every two years, if necessary.

The canine handler shall have no claim against the City or Police Department for any wear, tear or damage done to the handler's property or other person's personal property in the handler's care while the canine is not specifically involved in law enforcement training, patrol or presentation functions.

At the end of the service life, the canine handler may be provided an opportunity to assume full ownership and responsibility of that canine. The City shall have the option to retain ownership if the canine handler declines to assume ownership, resigns from the assignment, or terminates their employment with the City.