

A G R E E M E N T
BETWEEN THE
CITY OF MARSHFIELD
AND
ORDINANCE ENFORCEMENT OFFICERS
LOCAL 325
2011 – 2013

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PREAMBLE

This Agreement is made and entered into between the City of Marshfield, hereinafter referred to as the "Employer" or "City", and the City of Marshfield Ordinance Enforcement Officers, Wisconsin Professional Police Association (WPPA), hereinafter referred to as the "Association", for the purpose of maintaining harmonious labor relations; to establish a uniform scale of wages, hours and working conditions; to facilitate a peaceful adjustment of all grievances and disputes which may arise between the City, employees, and the Association.

Any policy, rule, regulation, resolution or ordinance which is in conflict with this Agreement shall be superseded by this Agreement.

ARTICLE 1 - RECOGNITION

The City of Marshfield hereby recognizes the Association as the exclusive bargaining representative for all regular full-time Police Ordinance Enforcement Officers of the City of Marshfield Police Department without the powers of arrest, excluding all secretarial, managerial and confidential employees for the purpose of collective bargaining on the questions of wages, hours and conditions of employment.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The City of Marshfield possesses the sole right to operate the City and all management rights repose in it. These rights include, but are not limited to, the following:

2.11 To direct all operations of the City;

2.12 To establish reasonable work rules and the City agrees that those work rules which primarily relate to wages, hours or conditions of employment, and which are mandatorily bargainable, are subject to the review and approval of the Association;

2.13 To create and eliminate positions within the City;

2.14 To hire, promote and schedule employees in positions within the City;

2.15 To suspend, demote, discharge and take other disciplinary action against employees;

2.16 To take whatever action is necessary to comply with State or Federal law;

2.17 To introduce new or changed facilities;

2.18 To determine the kinds and amounts of services to be performed as pertains to the City operations; and the number and kind of classifications to perform such services;

2.19 To take whatever action is necessary to carry out the functions of the City in situations of emergency.

2.2 The above management rights must be exercised consistent with this labor agreement. Nothing herein contained shall deny the Association its rights under Wis. Stats. Chapter 111.

ARTICLE 3 - FAIR SHARE

3.1 Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. 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 the Article wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

3.2 The Association will represent all 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 the members of the Association.

3.3 The Employer agrees to deduct from the earnings of all employees in the collective bargaining unit the amount of money certified by the Local 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 Local Association at least 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 Local Association. With regard to new employees, the Employer shall commence their fair share deductions in the month following thirty (30) calendar days of employment.

3.4 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.

3.5 The Association 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 Employer's compliance with this Fair Share Agreement.

ARTICLE 4 - ASSOCIATION ACTIVITY

4.1 The Association President may be permitted to attend collective bargaining sessions during his/her regular tour of duty at the discretion of the Police Chief or designee without loss of pay or benefits. The City reserves the right to refuse attendance depending upon the circumstances including but not limited to the availability of coverage. On duty personnel are subject to immediate call. There will be no overtime payment nor any claim for lunch or break period that are missed as a result of an employee's participation in collective bargaining sessions.

4.2 The Association President shall be permitted, when on duty and without loss of pay, to investigate a grievance if the nature or seriousness of the problem is of such an extreme nature (e.g. affecting employee's safety) that it requires early investigation and cannot reasonably be held over until the end of his or her shift. Such investigation shall be limited to a reasonable period of time and must be approved in advance by the immediate supervisor.

4.3 The City agrees to provide the Association with a section of space on a bulletin board for the exclusive use by the Association for its business and information postings.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract. The Association may be a grievant in any grievance affecting more than one (1) bargaining unit member.

5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date.

5.3 Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual agreement. The failure of the City to respond in a timely manner shall be deemed a denial and the grievant can proceed to the next step.

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

5.5 Representation: During any phase of the grievance procedure, the grievant shall be entitled to representation by the Association steward or business agent as s/he deems necessary. The Association representative may be present and participate in the proceedings during any step of the grievance procedure.

5.6 Steps in Procedure:

Step 1: The grievant, alone or with his/her Association representative, shall orally explain the grievance to the Staff Services Supervisor no later than fourteen (14) calendar days after knowing of the event giving rise to the grievance. In the event of a grievance, the employee shall perform his/her assigned work task and grieve the complaint later. The Supervisor shall, within fourteen (14) calendar days, orally inform the employee, and the representative, where applicable, of his/her decision.

Step 2: If the grievance is not settled at the first step, the employee and/or his/her Association representative shall prepare and file a written grievance with the Police Chief within fourteen (14) calendar days. The Police Chief will further

investigate the grievance and submit his decision to the employee and his/her representative in writing within fourteen (14) calendar days after receiving written notice of the grievance.

Step 3: If the grievance is not settled at the second step, the employee or his representative may appeal the written grievance to the Finance, Budget and Personnel Committee through the City Administrator within fourteen (14) calendar days after receipt of the written decision of the Police Chief. The Committee will meet and confer with the grievant within thirty (30) calendar days after receipt of the grievance.

The Committee shall render a written decision within fourteen (14) calendar days of the meeting where the matter was discussed.

5.7 Arbitration:

5.71 Time Limit: If a satisfactory settlement is not reached in Step 3, the Association must notify the City Administrator in writing within fourteen (14) calendar days after receipt of the Personnel Committee decision that they intend to process the grievance to arbitration.

5.72 Arbitrator: Any grievance which is not settled through the above procedures may be submitted to an arbitrator to be selected as follows: The City and the Association shall endeavor to select a mutually agreeable person to serve as the arbitrator. In the event the parties cannot agree, within fourteen (14) calendar days following the appeal of the grievance to arbitration, then the City or the Association shall request the Wisconsin Employment Relations Commission to assign one of its staff as the sole arbitrator. A request for a WERC appointed arbitrator shall be submitted within ten (10) calendar days following failure under the above mentioned fourteen day attempt at selection of a mutually agreeable arbitrator.

5.73 Arbitration Hearing: The arbitrator may use his/her best efforts, on the day of the hearing, to mediate the grievance before hearing the matter. The arbitrator selected or 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 final and binding upon both parties. The Arbitrator shall not add to, or delete from, the express terms of the Agreement.

5.74 Costs: Both parties shall share equally the costs of arbitration including any transcript fees. Each party, however, shall bear its costs for witnesses and all other out-of-pocket expenses, including possible attorney's fees.

5.8 There shall be a transcript prepared for each arbitration hearing unless the parties mutually agree to waive such requirement.

5.9 The grievant, or other employee subpoenaed to attend the arbitration hearing, shall not suffer a loss in wages or benefits for time spent at the arbitration hearing. The intent

here is to relieve employees from their duties only for the period of time actually participating in the hearing.

ARTICLE 6 - DISCIPLINE

6.1 An employee may be disciplined or discharged for just cause. Disciplinary actions (except for oral reprimands) shall be communicated to the affected employee and the Association President in writing. Said written notice of discipline shall set forth the reason(s) for the action.

6.2 An employee who is required to attend a meeting which is for the purpose of disciplinary action or consideration of disciplinary action against himself or herself shall be permitted to obtain Association representation to accompany him/her to said meeting. Representation may be the Business Agent and/or an Association Officer. The employee shall be allowed a reasonable period of time to obtain such representation.

6.3 Disciplinary action which is submitted to the contractual grievance procedure shall be commenced at the Step immediately above the disciplining authority. Said grievance shall be commenced within 14 calendar days after receipt of the disciplinary notice.

ARTICLE 7 - WAGES

7.1 Wages for job classifications are provided for under Appendix A and will be included as part of this Agreement between the City and the Association.

ARTICLE 8 - HOURS OF WORK

8.1 The normal work day for Ordinance Enforcement Officers is eight (8) consecutive hours.

8.2 The normal workweek for Ordinance Enforcement Officers shall be five (5) days on duty followed by three (3) days off duty followed by five (5) days on duty followed by one (1) day off duty and then repeating the cycle. Regularly scheduled shifts for these employees shall be:

7:00 a.m. - 3:00 p.m. (day shift when two Ordinance Officers are scheduled)

12:00 noon - 8:00 p.m. (afternoon shift when two Ordinance Officers are scheduled)

8:00 a.m. - 4:00 p.m. (day shift when one Ordinance Officer is scheduled)

8.3 The above work hours for Ordinance Enforcement Officers may be changed upon mutual agreement between the Ordinance Enforcement Officer involved and the Chief of Police, or his designee.

8.4 Upon notice to the Ordinance Enforcement Officers on or before the end of the preceding workday, the Employer may occasionally alter by two (2) hours the above-specified regular starting and ending shift times. Upon 48 hours notice to the employees, the Employer may reassign an employee from one shift to another for specific civic events.

8.5 Employees will continue to be permitted to switch shifts, with prior approval of the Police Chief or his designee.

ARTICLE 9 - OVERTIME

9.1 All overtime and compensatory time must have prior approval by the Police Chief or his designee.

9.11 Employees will be compensated at a rate of time and one-half for all hours worked in excess of forty (40) in any one week.

9.12 Employees will be compensated at the rate of time and one-half based on his/her normal rate of pay for all hours worked in excess of his/her normal shift. For purposes of overtime the hourly rate shall be computed on the yearly base salary divided by two thousand eighty (2080).

9.2 Those individuals who qualify for overtime under this Article have the option of receiving payment either as cash or as compensatory time. To bank hours an employee must notify his/her immediate supervisor at the time of submitting the overtime voucher. A maximum of forty (40) hours for Ordinance Officers can be accumulated by an employee and may be regenerated upon any partial use. The Police Chief or his designee must approve of any use of accumulated compensatory time off. With approval of the Employer, compensatory time off in the same day may be used in quarter hour increments after the first hour. All banked and not used nor scheduled compensatory time off as of November 30 of each year will be paid out at the forty (40) hour maximum in the next pay period at the hourly rate the employee was earning on November 30 of that year. For Ordinance Officers, all overtime hours worked between November 30 and December 31 shall be paid overtime, however, Ordinance Officers have the option of carrying eight (8) hours of compensatory time (equal to one (1) work day into the succeeding calendar year.

ARTICLE 10 - MINIMUM CALL IN PAY

10.1 Call In: An employee will receive a minimum of three (3) hours pay at time and one-half if required to report to work prior to their scheduled start time or from an off day, if not provided seventy-two hours prior notification.

Ordinance Officers' start times and off days changes are referred to in the Article 8 - Hours of Work.

ARTICLE 11 - SHIFT DIFFERENTIAL

11.1 Ordinance Enforcement Officers will receive a 25 cent per hour premium for all hours worked in lieu of any shift differential.

ARTICLE 12 - LONGEVITY PAY

12.1 All full-time employees who have completed continuous uninterrupted service shall be eligible for longevity pay according to the following terms:

12.2 Each employee shall receive a longevity payment each month in addition to his/her regular payroll check and each individual payment shall be computed on the following basis:

5 to 10 years service.....\$11.00 per month;

10 to 15 years service.....\$22.00 per month;

15 to 20 years service.....\$33.00 per month;

20 to 25 years service.....\$44.00 per month;

25 or more years.....\$55.00 per month.

12.3 Longevity payment shall accrue from the payroll period immediately following the payroll period in which the employee's anniversary date of hire falls.

ARTICLE 13 - BREAKS

13.1 Ordinance Officers shall receive a half hour meal break and two (2) additional ten (10) minute breaks per shift.

ARTICLE 14 - PROBATIONARY PERIOD

14.1 All employees shall serve a probationary period of twelve (12) months from the date of hire in the bargaining unit. During the probationary period, the employee shall be subject to dismissal for any reason without any recourse to the grievance procedure. Continued employment beyond the above defined probationary period is considered satisfactory evidence of completion of one's probation and such employee shall be considered a regular, non-probationary employee at that time.

ARTICLE 15 - SENIORITY

15.1 Seniority shall accrue from the first day of continuous employment. An employee's seniority shall be terminated for any of the following reasons:

15.11 An employee quits or retires;

15.12 An employee is discharged;

15.13 An employee is laid off for a period of more than two (2) years without being recalled by the City;

15.14 An employee who has been laid off fails to report to work within 14 calendar days after being notified to do so, by certified mail, unless such failure to report is beyond the employee's control;

15.15 An employee is absent from work for two (2) consecutive working days without notifying his/her immediate supervisor unless the employee is unable to provide such notification due to physical or other reasonable excuse

15.16 An employee fails to report to work at the termination of a leave of absence taken for any reason.

ARTICLE 16 - JOB POSTING

16.1 Whenever a vacancy occurs, it shall be posted on the Association bulletin board for a period of not less than seven (7) calendar days. Any bargaining unit employee desiring to fill such a vacancy shall sign the posting thereby indicating his/her interest. The Employer may seek outside applications and arrange for testing to determine whether applicants, including bargaining unit employees, are qualified for the posted vacancy. The vacancy posting shall include the written percentage score necessary to qualify for the vacancy. Bargaining unit employees qualifying for the vacancy shall be given first opportunity to fill the vacancy. If no interested bargaining unit employees qualify for the vacancy, the Employer may fill the vacancy with an outside applicant.

16.2 An employee being promoted or going to a new position through job posting shall serve a thirty (30) calendar day trial period in the new position before being permanently classified in said position. In the event the employee does not qualify for the new position or the employee chooses not to remain in the new position within the thirty (30) calendar day period, the employee shall be returned to his or her previous position. An employee who changes jobs through the job posting procedure shall receive the hourly rate of pay for the new position effective immediately upon being assigned to the new position. When the Employer determines an employee is not qualified for a position, the employee may appeal said decision through the grievance procedure contained herein.

ARTICLE 17 - LAYOFF/RETURN FROM LAYOFF

17.1 If a reduction in force is necessary, layoffs will be determined by seniority within the job classification.

17.2 A regular employee who is laid off will be given two weeks notice.

17.3 The name of the employee laid off shall be put on an eligible reemployment list for

a period of two (2) years. If a vacancy occurs, the most senior individual on the list who meets the minimum qualifications of the position will be recalled. If none of the individuals on the reemployment list are minimally qualified, the City will solicit outside applications.

17.4 Return from Layoff: Employees being eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail requiring the employee to notify the City of his/her intention to return within three (3) days after receiving notice of recall. The City will have fulfilled its obligation by mailing the recall notice to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City with his/her latest mailing address.

ARTICLE 18 - VACATION

18.1 All vacation shall be based on the employee's anniversary date of hire and shall accrue according to the following schedule:

- After 1 year of service – 40 hours;
- After 2 years of service – 80 hours;
- After 7 years of service – 120 hours;
- After 14 years of service- 160 hours;
- After 20 years of service- 200 hours.

18.2 For Ordinance Enforcement Officers, a vacation week shall equal five (5) eight (8) hour work days (i.e. 40 hours). The minimum vacation period shall be one full work day. Vacation is to be used in the year following the employee's anniversary date; however, while it is the employee's responsibility to schedule vacation during the year, nevertheless, some vacation requests may not be approved. When vacation requests during the last quarter of the applicable year are denied, and no alternate dates are available, the denied vacation may be carried over into the next year for use by the affected employee.

18.3 All employees who are eligible for vacation shall submit their choices of dates for at least one (1) week of vacation to the Police Chief or designee by May 1 of each year. Seniority shall be the deciding factor in approving these vacation requests where conflicts in scheduling require approval for one and denial for another. Vacation requests can be made up to one (1) year in advance of date requested.

18.4 Vacation accrual remaining on the books and not requested as provided for above shall be administered on a first come, first served basis; except that, a senior employee may bump into a junior employee's requested vacation time only if the senior employee's vacation request is submitted within 72 hours after submission of the junior employee's requests under the procedure defined below. The 72 hour posting referred to above shall not apply as a prerequisite in cases of emergency or urgent need.

18.5 Employees who give at least two weeks prior notice to quitting and employees whose service is being terminated due to death, retirement, disability or discharge shall receive compensation for all earned vacation, including prorated credit for subsequent vacation, based upon actual months of service. If an employee's service is terminated before the fifteenth of the month, he or she shall not receive credit for such month. However, if the termination occurs on or after the fifteenth of the month, credit for a full month shall be credited toward the prorated vacation allowance.

ARTICLE 19 - HOLIDAYS

19.1 The following paid holidays will be observed by the City:

New Year's Day Thanksgiving Day

Good Friday (1/2 day) Christmas Day

Memorial Day December 24

Independence Day December 31 (1/2 day)

Labor Day Two (2) Personal Holidays

19.2 Ordinance Enforcement Officers shall receive holidays off with pay. Additionally, Ordinance Enforcement Officers shall receive a banked holiday when such holiday falls on their Monday off day. Banked holidays are to be used at the employees discretion, subject to approval of the Department Head or designee within the calendar year earned. Banked holidays may be taken in advance of their actual accrual. Holidays used in advance of accrual will be deducted from the employees final paycheck should the employee terminate employment prior to the actual date of the holiday(s).

19.3 New employees must work 90 calendar days in their first year to qualify for the personal holidays.

ARTICLE 20 - RETIREMENT

20.1 The Employer agrees to participate in the Wisconsin Retirement System. The Employer shall pay 100% of the employees required contribution to the Wisconsin Retirement System.

ARTICLE 21 - HEALTH INSURANCE

21.1 Effective January 1, 2011, the City will implement the Security Health Plan with a preventive care benefit and a \$500 annual deductible per individual and a maximum family out-of-pocket expense of \$1,500. Premium costs will be shared 85%/15% between the City and employee respectively. In addition, there will be a co-pay on prescription drugs utilizing a \$10 for generic/\$20 brand drug benefit card. The

insurance plan will contain a vision care plan. A summary of the health and vision plan is attached.

21.2 Change of Carrier: The Employer may from time to time change the insurance carrier or self- fund health care benefits if it elects to do so. The level of benefits shall remain relatively equal to those before the change in carrier or self-funding. The Employer shall notify the Association prior to any change in carrier or self-funding.

21.3 No Claim: No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to the cost of health insurance coverage because he/she does not participate in such insurance.

21.4 Alternate Insurance Plan: The Employer may establish an alternate health insurance plan for employees to be offered in addition to the City's primary health insurance plan. The Employer will designate the employer's and employee's shared cost for the monthly premium for the alternate health insurance plan prior to the beginning of the open enrollment period. The Employer, in its discretion, may change health insurance plan designs, carriers, or self-fund the alternate health insurance plan, or the Employer may choose to not offer the alternate health insurance plan, provided the Employer offers the alternate health insurance plan then in effect until the end of the current plan year and provided the Employer provides notice to the employees of these changes prior to the beginning of the open enrollment period

21.5 Dental Insurance: The City shall allow Ordinance Enforcement Officers to participate in the Dental Plan at 100% employee paid premiums. The City may unilaterally change the plan design and provider.

ARTICLE 22 - LIFE INSURANCE

22.1 Effective upon signing of this agreement, the City will pay the full cost of the Basic life insurance benefit offered by the Wisconsin Retirement System. Employees will be allowed to purchase additional coverage for the employee, spouse and family members. Additional costs for increased coverage shall be paid by the employee.

22.2 Change of Carrier: The Employer may from time to time change the insurance carrier or self-fund insurance benefits if it elects to do so. The Employer shall notify the Association prior to any change in carrier or self-funding.

22.3 If a change in carrier or self-funding occurs, the level of benefits shall remain substantially equal to those as before the change in carrier or self-funding.

ARTICLE 23 - SICK LEAVE

23.1 A full-time employee shall accumulate sick leave credit for each calendar month of service, except that in the event such service commences on or after the sixteenth day of the month, no credit will be given for that month. Ordinance Enforcement Officers sick leave shall accumulate at the rate of eight hours per month. A sick leave day for an

Ordinance Officer is eight (8) hours.

23.2 Sick leave shall be accumulated to a maximum of 960 hours.

23.3 Employees on probation shall accrue sick leave at the rate prescribed above; however, said probationary employees shall not receive paid sick leave until they have completed six (6) months employment from date of hire.

23.4 All employees shall notify their immediate supervisor, or the shift commander, when they are unable to work because of illness, injury or other sick leave covered absence in advance of their tour of duty.

23.5 Deductions from accumulated sick leave credits may be taken in half hour increments after the first hour.

23.6 Credit days accumulated under the plan may be used only in case of illness, injury or pregnancy. An employee may be required to provide a doctor's certification of illness only in cases of sick leave absences of longer than three (3) consecutive work days.

23.7 All sick leave credit shall be transferable from one City department or position to another.

23.8 When insufficient sick leave balance remains to cover the absence of an employee, the remainder shall be charged to accumulated compensatory time, holidays and vacation; and then, if more time is needed, the employee shall be placed on a leave of absence without pay.

23.9 When a holiday occurs during an employee's sick leave and the employee is regularly entitled to the holiday, the employee will be paid for the holiday and it will not be deducted from that employee's sick leave totals.

ARTICLE 24 - EMERGENCY LEAVES

24.1 The City shall allow EMERGENCY LEAVES, for the amount of time specified in the following situations:

24.11 Up to three (3) days for death in the immediate family (immediate family includes spouse, child, stepchildren, guardian, parent, stepparent, brother, sister, grandparent, parent-in-law, and son or daughter-in-law).

24.12 One (1) day at full pay for deaths of relatives (relatives include grandparent-in-law, brother-in-law, sister-in-law, uncles, aunts, nephews, nieces and grandchild).

24.13 One (1) day for weddings in the immediate family falling on a work day (immediate family is defined in 24.11).

24.14 One (1) day at full pay for a birth in household, falling on a work day.

24.2 All the above defined emergency leaves shall be granted at full pay, not to be

counted as sick leave or holidays.

24.3 No compensation will be paid for any absence authorized above unless the reason for such is reported, in writing, to the employee's immediate supervisor and noted on the employee's time card.

ARTICLE 25 - LEAVE OF ABSENCE

25.1 Application for a leave of absence shall be made to the Chief of Police if the request is for a period of fourteen (14) calendar days or less. The Chief of Police may grant a leave of absence of fourteen (14) days or less without further authorization.

25.2 Application for a leave of absence of more than fourteen (14) calendar days shall be submitted to the Personnel Department for review and recommendation to the Finance, Budget and Personnel Committee.

25.3 Leave shall be provided in cases of sickness or injury and may be granted for other reasons depending upon the purpose of said leave. A leave of absence shall not be granted for the purpose of taking other employment.

25.4 An employee on a leave of absence may elect to continue with the City's health insurance program provided that the employee pays the full monthly premium in a timely manner according to the schedule of the Finance Department.

25.5 A period of up to but no more than six (6) months shall be granted as general leave of absence for reasons of illness or injury. A physician's written statement must be furnished on a regular basis to substantiate the need for continuing leave. Additional time may be granted in cases by mutual written consent of the employee, the Association and the Finance, Budget and Personnel Committee.

25.6 All leaves of absence under this article shall be without pay.

25.7 An employee on a leave of absence under the terms of this Agreement shall not suffer a loss of seniority and/or benefits which had accrued to the employee at the time of commencement of the leave.

ARTICLE 26 - MILITARY SERVICE/TRAINING LEAVE

26.1 Leave of absence shall be granted for absences because of National Guard and 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 vacation period.

ARTICLE 27 - JURY DUTY

27.1 Policy: When an employee is absent from work for the purpose of performing jury

duty, he/she shall be entitled to his/her regular compensation less the amount received as compensation for jury duty fees. The employee will retain all compensation received for jury duty.

27.2 Procedure for Payment:

27.21 When an employee is absent on Jury Duty, it should be reported on the employee's time card.

27.22 When an employee is reimbursed for his/her jury duty, that employee must inform the Finance Department of the amount received.

27.23 The amount compensated for jury duty fees, exclusive of mileage, will be deducted from his/her next payroll check.

ARTICLE 28 - CLOTHING ALLOWANCE

28.1 The clothing allowance for Ordinance Enforcement Officers shall be as follows:

28.11 The Ordinance Enforcement Officer shall be paid an annual clothing allowance of \$450 effective on January 1, 2011, \$475 effective on January 1, 2012 and \$500 effective on January 1, 2013. The clothing allowance will be paid in January of each year. An employee will not qualify for the annual allowance during the calendar year she/he begins their employment.

28.12 The City will furnish new Ordinance Enforcement Officers with their initial uniforms. (The City shall make its payment directly to the vendor.) In the event the probationary employee fails to complete his/her probation period, all uniforms and items purchased under this section shall become the property of the City of Marshfield and shall be turned over to the Chief or his designee.

28.13 All uniforms shall be purchased after being approved by the Police Chief.

28.2 Terminating Employees:

28.21 Deduction: Any employee who leaves the department or transfers to a position not requiring a uniform shall allow the City to deduct from his/her paycheck the amount due the City on a prorated basis.

28.22 Proration: Proration of the uniform allowance shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired between the 1st and the 15th of the month shall be given credit for working the full month. If he/she is hired after the 15th, he/she will receive no credit for that month. If the employee leaves, transfers, or is terminated on or before the 15th of the month, he/she 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 29 - WORKER'S COMPENSATION

29.1 Whenever an employee suffers an illness or injury which is job related, he/she shall be entitled to Worker's Compensation and said employee shall receive the difference between normal salary and their Worker's Compensation wage benefits up to a maximum of 45 scheduled work days. After said 45 scheduled work days, the employee will be allowed to use accrued vacation, holidays, compensatory time, sick leave, etc. to supplement his/her Worker's Compensation benefits. (A regular part-time employee's benefit here shall run for 9 calendar weeks and the amount of the supplemental compensation shall be in direct proportion to the Worker's Compensation wage benefit being paid to said employee.)

ARTICLE 30 - PART TIME EMPLOYEES

30.1 Regular part-time employees shall be paid the wage rate provided in Appendix A.

30.2 Fringe benefits under this contract, unless specifically stated otherwise, shall accrue to regular part-time employees at a 50%, 75% or 100% level computed as follows:

30.21 At the end of each calendar year, a part-time employee's total hours worked in the year just ended shall be compared to the annual regularly scheduled hours of a full-time employee -- i.e., 2,080. (e.g., a regular part-time employee's annual hours of 1,500 are to be divided by 2,080). The resulting percentage from the above calculation shall be rounded to the nearest of the three percentages listed above -- 50%, 75% or 100%.

30.22 The rounded percentage computed in (30.21) above shall be the rate at which the employee shall accrue benefits for the ensuing calendar year.

30.23 With specific reference to holidays, the percentage computed above shall only apply to the banked days. A regular part-time employee receives, as does a full-time employee, time and one-half for all hours worked on a holiday.

ARTICLE 31 - TRAINING

31.1 Time spent in training/schooling shall be compensated for as follows:

31.11 Mandatory Training/Schooling: Time spent in required training/schooling outside regularly scheduled hours shall be compensated for under the overtime provisions of this Agreement. (However, employees may be sent in lieu of a normally scheduled shift for that week. If so, only hours in excess of the regular schedule are overtime.)

Employees attending mandatory training/school will be compensated for time spent traveling to and from the training location.

31.12 Non-Mandatory Training/Schooling: Training/schooling that is not mandatory but is, nevertheless, authorized shall be compensated for at straight time rates not to exceed the normal work day. (Employees may attend in lieu of regularly scheduled shifts for the day.) Meals, mileage and lodging shall be compensated for as provided in Article 37 - Travel.

When a non-mandatory school is on a day regularly scheduled off, an alternate off-day during that week may be prearranged. Employees attending non-mandatory training/schooling will not be compensated for time spent traveling to and from the training location.

ARTICLE 32 - SAVINGS CLAUSE

32.1 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 33 - ENTIRE MEMORANDUM OF AGREEMENT

33.1 The City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement. This Agreement may not be amended except by the mutual consent of the parties in writing.

33.2 Except as otherwise provided in this Agreement, the failure to enforce a breach of this contract shall not constitute a waiver of any future breach.

ARTICLE 34 - RESIDENCY

34.1 Any person employed by the City, whose position is subject to this labor 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 his/her probationary period. Any permanent employee of the City of Marshfield subject to this labor agreement who moves outside the 15 mile restriction shall automatically vacate his/her 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 35 - COURT TIME

35.1 An employee who is subpoenaed or otherwise required to appear in court, other than during their regular work hours because of their duties as a City employee, will receive a minimum of three (3) hours pay at the rate of time and one-half (1-1/2) for all court and/or travel time. However, court time and/or travel time which extends the work day will be paid at the normal overtime rate.

ARTICLE 36 - TRAVEL

36.1 Employees who are out of the City for approved official City business, such as required training, shall be reimbursed up to, but not to exceed \$22 per day for meals. This allowance is paid by way of reimbursement upon presentation of original receipts for each meal.

36.2 Individual meal costs submitted for reimbursement will not exceed the following:

BREAKFAST	\$7.00
LUNCH	\$9.00
DINNER	\$15.00

36.3 In no situation shall the daily meal reimbursement exceed \$22.00. An employee must leave his/her home prior to 6:30 a.m., or be required to stay overnight to be eligible for the breakfast reimbursement.

36.4 Employees using their personal vehicles, upon authorization, shall be reimbursed at the same rate per mile as the current City policy.

36.5 The employer shall pay one hundred percent (100%) of necessary lodging expenses, with prior authorization of the Police Chief or his designee.

ARTICLE 37 - EDUCATIONAL BENEFITS

37.1 All employees, with at least one (1) year of service, shall receive reimbursement for the cost of books and tuition for continuing education courses. Employees may take only job-related courses at a maximum of one (1) per semester. All courses must be taken on the employee's own personal time. The courses of study shall require advance approval from the City to be eligible for reimbursement. The City may deny the course due to budgetary constraints.

37.2 Employees shall be reimbursed for tuition and books upon proof of successful completion of the course. Successful completion is defined as a "C" grade, or better.

37.3 If an employee terminates employment within twenty-four (24) months of receiving educational benefits, he/she shall repay the City a pro-rated amount that the City paid toward the tuition and books on their behalf.

ARTICLE 38 - POST EMPLOYMENT HEALTH PLAN (PEHP)

38.1 The City agrees to establish a Post Employment Health Plan (PEHP) in accordance with applicable sections of the Internal Revenue Service Code with the employee paying for any administration costs. Beginning on the first payroll date following the insurance change the City will contribute \$140.00 per year to a PEHP account as a health care contribution that is non-pensionable under the Wisconsin Retirement System for each employee.

ARTICLE 39 - DURATION

39.1 This agreement shall be effective from January 1, 2011, through December 31, 2013.

39.2 Should the parties not reach agreement on a successor agreement before the expiration date defined above, all terms and conditions of this Agreement shall remain in full force and effect until a successor Agreement is executed by the parties; provided that, this provision shall not result in a contract duration which is longer than statutorily permitted.

39.3 Negotiations on a successor Agreement shall be consistent with the following:

39.31 On or before September 1st of the expiration year of this Agreement the Association shall notify the employer, in writing, of an intent to open the Agreement for negotiations.

39.32 Negotiations shall commence as soon as possible after the notice referred to in 39.31 above is given.

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

APPENDIX A

The following represents the annual salaries for employees covered by this Agreement: **

Ordinance Enforcement Officers

	Effective 1-1-2011	Effective 1-1-2012	Effective 1-1-2013
	551.23 + 2%	2%	2%
New Hire	\$34,568	\$35,259	\$35,964
After 6 Months	\$35,845	\$36,562	\$37,293
After 1 Year	\$37,172	\$37,915	\$38,673
After 2 Years	\$38,509	\$39,279	\$40,065
After 3 Years	\$39,907	\$40,705	\$41,519
After 4 Years	\$40,216	\$41,020	\$41,840
After 5 Years	\$40,519	\$41,329	\$42,156

**Hourly rates are computed by dividing the annual rates by 2,080.

Signed at Marshfield, Wisconsin, this ___th day of December, 2010.

For the City of Marshfield

/s/ Chris Meyer

Chris Meyer, Mayor

/s/ Deb M. Hall

Deb Hall, City Clerk

For the Association

/s/ Robert Larsen

Robert Larsen, Steward

/s/ Gary Wisbrocker

Gary Wisbrocker, Business Agent