

2021-2023

CONTRACT

OSHKOSH PROFESSIONAL POLICE OFFICERS ASSOCIATION

AND

CITY OF OSHKOSH

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AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF OSHKOSH, Wisconsin, hereinafter referred to as “Employer” or “City”, and the **OSHKOSH PROFESSIONAL POLICE OFFICERS ASSOCIATION**, hereinafter referred to as the “Association”.

IN ORDER TO INCREASE GENERAL EFFICIENCY, to maintain the existing harmonious relations between the Employer and its employees, to promote the morale, well being and security of said employees, to maintain a uniform minimum scale of wages, hours, and conditions of employment among the employees and to promote orderly procedures for the processing of any grievance between the Employer and the employees, the following Employment Contract is made.

ARTICLE 1

MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the City reserves and retains, solely and exclusively, all of its common law, statutory, and inherent rights to manage its own affairs, as such rights existed prior to the execution of this or any other previous Agreement with the Association. Nothing herein contained shall divest the Association from any of its rights under Wis. Stats. Sec. 111.70.

ARTICLE 2

WORK WEEK

The normal work day shall consist of eight (8) hours, and consist of the following schedule:

Five (5) days on duty and two (2) days off and
Five (5) days on duty with three (3) days off.

Officers shall be paid in accordance with the rates listed in Schedule A. These rates include a ten-dollar (\$10.00) bi-weekly briefing pay allowance. Those officers working the 5-2, 5-2 schedule shall be provided with 16 additional days to be taken as time off during the calendar year. Any days not taken off by December 31st shall be forfeited by the employee.

Police School Resource Officers (SRO) will make their annual contractual vacation selection according to the following guidelines:

During the nine-month school year, no more than two (2) SRO’s will be on vacation at one time. School year is defined as the first day of school in September through the last day of school in June.

During the three-month summer, no more than three (3) SRO’s will be on vacation at one time. Summer is defined as the day after the last day of school in June through the day before the first day of school in September.

Once the vacation selection process is completed, uncommitted vacation time will follow the 30-day rule for uncommitted vacation outlined in Directive 144.

Police School Liaison Officers will remain assigned to the Criminal Investigation Division during the summer months, and generally may work their regularly assigned work hours and days. One or more SRO's may be assigned to the Patrol Services Bureau if long term Patrol staffing shortages occur. SRO assignments to Patrol will be made according to seniority by time in grade as a SRO. Notification will be given to officers by May 1 and if given after May 1 the officer has 14 days to report to patrol duties.

ARTICLE 3

UNIFORM MAINTENANCE

The City will provide uniform apparel to all uniformed personnel at City expense. The items to be furnished by the City shall include coats, trousers, hats, ties, shoes, shirts, leather goods, and any other item of uniform apparel that may be required by the City.

Uniforms will be inspected periodically by shift commanders or upon request of the officer and replaced as needed. Replacement orders shall be processed by the City of Oshkosh Purchasing Division.

Non-uniformed personnel shall receive a clothing allowance of \$550.00 per year payable in January of each year. In the event of change of job, clothing allowance shall be pro-rated from the date of change. Officers transferred into a uniformed position subsequent to receiving the clothing allowance shall pay the pro-rated amount back to the City.

Uniformed officers who are assigned to undercover work and work the power shift detail for more than six (6) months out of a calendar year, shall receive a clothing allowance of \$550.00.

Cleaning and laundry services will be provided for all officers at the Employer's expense. The cleaning firm and cleaning schedule shall be designated by the City.

ARTICLE 4

LONGEVITY PAY

Officers who have attained 10-14 years of employment shall receive \$500.00 payable first pay period of calendar year. Officers who have attained 15-19 years of employment shall receive \$750 payable first pay period of calendar year. Officers who have attained 20 and over years of employment shall receive \$1000 payable the first pay period of the calendar year. Those employees reaching their 10th, 15th, 20th year of service shall earn their longevity for that year on a pro-rated basis.

COMPENSATORY TIME

Work done in excess of the normally scheduled work day or work week shall be compensated at the rate of time and one half in either compensatory time or cash as the officer may choose with

the exception of special event overtime, which must be taken in pay.

All compensatory time will be recorded and may be taken as time off or as pay received after the pay period in which it was earned, subject to the approval of the department head or management designee(s). Employees will receive pay each pay period for any time accumulated in excess of one hundred sixty (160) hours. Officers shall not be allowed to carry over more than eighty (80) hours from year to year. The formula for computing the hourly rate shall be: bi-weekly rate + educational divided by 77.2 hours.

CANCELLATION OF OVERTIME ASSIGNMENTS

If a scheduled overtime assignment is cancelled inside of eight (8) hours before the officers are scheduled to begin work, or before the officers have worked forty (40) minutes of overtime, those officers involved will be paid one hour of straight call-in time.

Any officer reporting for an overtime assignment who is sent home prior to the scheduled end of the assignment will be compensated for the time worked only.

ARTICLE 5

CALL IN TIME AND COURT APPEARANCE

An officer called to return to duty or appear in court at some time other than his/her regular scheduled duty day shall receive three (3) hours pay for the call or appearance unless the call or appearance is canceled by 7 p.m. of the day prior to the call or appearance. The officer, in addition, shall receive time and one-half for the time spent on the call or appearance.

Officers called or scheduled to appear in court during vacation shall be paid three (3) hours call-in pay plus time and one-half for time worked and, in addition thereto, shall receive an additional day of vacation returned. If notification of cancellation is given 24 hours prior to the start of vacation, no call pay is given. If cancellation occurs thereafter, a vacation day return shall be made. Vacation shall be defined to include off-days commencing on the officer's last day of work before the vacation and his/her first day of work after vacation. This provision shall apply only when vacation is taken in three consecutive day blocks and include attached off days. On trials lasting more than one day, no additional call-in pay shall be given after the first day. When an officer is on sick leave or workers compensation, the officer shall be considered to be working and will receive no extra pay for appearing in court on that date providing the appearance does not exceed eight (8) hours.

A call is defined as a request to return to duty at some time other than the regularly scheduled time not scheduled at least twenty-four (24) hours in advance and not immediately following the officer's regularly scheduled shift.

No call or court appearance shall preclude an officer from working his/her regularly scheduled shift except by his/her request and upon approval of his/her department head. An officer called to return to duty and then called back and told not to return to duty is entitled to one (1) hour of call-in. If the officer returns to duty at the Police Department, he/she shall receive 3 hours call time. If the officer declines the call, no call-in is paid.

Officers who receive more than one subpoena for court at different times on the same day will provide the patrol commander with notification that they have received multiple subpoenas. This must be done as soon as possible after receiving second and subsequent subpoenas.

The department may require officers to remain at the department, in pay status, and be assigned work at the rate of pay (one and one-half times the employee's regular rate) called for in the contract during the time they are not required to be in court between subpoenas. An officer who is not required to remain at the department, in pay status, shall be entitled to a call-in for each subpoena if the appearances do not overlap.

Officers shall have the option to refuse to remain at the department, in pay status, between subpoenas. If the officer selects this option they shall not be entitled to the second call-in. Refusal to remain at the department only applies to the issue of multiple subpoenas and does not affect other calls to return to duty as outlined in this article.

CALL-INS

Any officer in one of the six categories listed below that is ordered in to work will be entitled to an additional one-half hour of straight call-in pay plus overtime for time worked outside their normal hours of work, commencing when they report for duty. "Reporting for duty" begins when the officer arrives at the Police Department, the incident scene, or when the officer logs on with dispatch from their one-on-one car, if they were called in for a road patrol assignment. The additional one-half hour call-in pay does not apply when the call-up is previously scheduled or officers being ordered in have an hour or longer before having to report.

Categories which trigger this compensation are as follows:

1. SWAT Team, including Negotiators.
2. Mobile Field Force.
3. Crash Investigation Team.
4. Officer or Detective being ordered in.
5. Department-Wide Call-up.
6. K-9 Officers

ARTICLE 6

AUTHORIZED ABSENCE

A. Sick Leave:

Each full time or probationary employee shall accumulate sick leave at the rate of one (1) working day for each month of service. Such unused sick leave shall be allowed to accumulate without limitation. Routine doctor and dental exams, including eye exams and non-emergency surgery, shall be scheduled on off-duty time whenever practicable.

An employee may use sick leave with pay for absences necessitated by injury or illness to the employee. Sick leave may also be used for employee doctor or dental appointments that cannot be scheduled other than during the employee's work day. At least three (3) work days notice shall be required to apply for the leave for doctor or dental appointments which are subject to

the approval of the supervisor for scheduling.

Up to five (5) days of an employee's sick leave accumulation may be used per year for illness, injury, doctor and dental appointments that cannot be scheduled other than during the employee's work day for the employee's spouse or dependent children. At least three (3) work days notice shall be required to apply for leave for doctor and dental appointments which are subject to the approval of the supervisor for scheduling.

Notwithstanding the above, an employee may use vacation, holiday or compensatory time for the injury or illness of spouse, child, or family member living within the residence.

To qualify for sick leave payment an employee must do the following:

- a. Report his/her absence prior to the start of each work day to department head or supervisor.
- b. Keep his/her supervisor informed of the conditions if the absence is more than three (3) working days.
- c. Upon request submit a doctor's certificate for such absence. The certificate must state the nature of the illness or injury and whether the employee has been incapacitated for the period of his/her absence.
- d. The employee upon returning to duty must sign an application for sick leave form requesting the sick leave benefits. Such a signature shall be acknowledgment of full compliance with all regulations related to sick leave benefits as set forth in this Contract.

In the event any employee has misused the provisions contained herein or has requested the use of sick leave when such leave is not authorized by the terms of this Contract, the employee's absence shall be without pay. The determination that an employee has abused the benefits contained in this paragraph shall not preclude the employee from using accumulated sick leave when authorized by the terms of this Contract in the future nor shall the accumulated sick leave credited to that employee be affected thereby.

In addition to the employees' right to accumulate sick leave without limitation, unused accumulated sick leave up to 150 days shall be paid at fifty-nine percent (59%) of the employees' rate in effect at the time of said separation for those employees who retire at age 50 or older or for those employees who separate because of disability or death, Pursuant to ss.66.191. As another option, an employee, who has up to 150 sick days and is at least 50 years old, may choose to contribute one-third of his/her total accumulated sick leave payout amount placed in a 457 (currently R.C.) account for each of the next three years. In such case, the employee shall receive one-third of his/her total accumulated sick leave paid at fifty-nine percent (59%) of the employee's rate in effect when the deposit is made. This option shall only be available to those employees who meet all rules, regulations and requirements of the 457 plan administrators. Once this option is exercised, it shall be irrevocable unless otherwise directed by the Director or Administrative Services (or designee).

B. Vacation Leave:

All full time employees shall be granted the following vacation benefits: After one (1) year of service, ten (10) working days. After five (5) years of service, fifteen (15) working days. After ten (10) years of service twenty (20) working days. After eighteen (18) years of service,

twenty-five (25) working days. After 25 years of service, twenty-eight (28) working days. In the event an employee has not worked the full calendar year prior to his vacation such vacation shall be pro-rated based on the time actually worked. Vacation will not be carried over from year to year. Any vacation time request that are not prescheduled during the selection process are individually subject to supervisory approval.

Those employees reaching their fifth, tenth, and eighteenth year of service shall earn their vacation for that year on a prorated basis.

Departmental seniority on shifts shall determine the choice of vacation. The most senior employee shall have first choice of vacation, however, the first choice will be limited to one (1) time period which could comprise his/her entire vacation or any portion thereof. Once the employee makes his/her selection, the second senior person will make a similar selection and on down through the least senior person on each shift. This process will then be repeated until each person has chosen his / her entire vacation schedule in increments no less than one day. If the employee wishes, they may hold 7 days in abeyance to be taken in no less than hourly increments throughout the year, subject to supervisory approval.

This process shall be completed within five (5) weeks from the date the vacation time for each person has been certified and sent to the Association by the Chief of Police. The vacation schedule is subject to the staffing of the department as determined by the Police Chief. The employees are permitted to choose vacation from January 1st through December 31st. In the event of separation prior to completion of one year of service, no terminal vacation shall be paid.

Officers who are off on an approved vacation day(s) will not be ordered to return to work except for special team activation, and emergencies. If officers are off on three (3) or more consecutive vacation days, they will not be ordered to return to work on their vacation days, and any regularly scheduled off days attached to the vacation days except for a court subpoena, special team activation, and emergencies.

A block of vacation is three (3) or more vacation days taken consecutively in conjunction with regularly scheduled off days. Example: (3-day block of vacation) Officer selects one (1) vacation day, then has two (2) regularly scheduled off days, then selects two (2) more vacation days.

Special Team Activations shall include: SWAT Team including Negotiators, Mobile Field Force and Crash Investigation Team.

C. Holiday Leave:

All full time employees shall be granted twelve (12) paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 24th, Christmas Day, Spring Holiday, and four (4) additional floating holidays shall be granted each employee. Such holiday leave shall be granted as twelve (12) days off in lieu of the calendar holidays. Holiday leave shall be subject to the departmental work schedule and staffing requirements as determined by the Police Chief. Employees may choose to waive holiday leave in favor of cash payment.

Cash payment shall be computed based on the hourly rate in effect at the time of the holiday times the number of holiday hours accredited to each employee. The Employer shall be notified of the employee's desire for cash payments by the 1st day of October of the preceding year. All holidays shall be credited to the employee January 1 of each year and must be used by December 31 of each year except a maximum of three (3) holidays may be carried over to April 1 of the following year. Holidays not used within these time limits will be forfeited. Holiday pay shall be paid in the first pay period of November.

Any officer working on one of the eight (8) designated holidays shall receive time and one-half pay for hours worked on that day. In the event that the officer works in excess of his/her normal work day on the designated holiday, the officer shall be compensated at the rate of double time for hours worked in excess of his/her normal working day.

Notwithstanding the above, Light Duty Officers injured related to a non-worker's compensation claim are required to take time off on holidays and are not permitted to work unless permission is obtained from their immediate supervisor.

December 31 will replace January 1 as the designated holiday for officers working third shift or night shift overlap for purposes of time and one-half pay.

D. Funeral Leave:

In the case of death in the immediate family of a regular full-time employee (spouse, children, step-children, parents, step-parents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, guardian, half-brother and half-sister) the employee will be paid for scheduled time off from the day of death up to and including the day after the funeral but not to exceed three (3) scheduled work days at the employee's regular straight time hourly rate. No funeral leave will be paid to any employee while on sick leave, layoff, or any leave of absence.

In the case of extended travel time or other exigent circumstances being necessary, additional leave shall be allowed if the employee uses holiday, vacation, or compensatory time, subject to reasonable minimum manpower requirements.

E. Injury Leave:

In the event that an employee is sick, ill, or hurt, and would be otherwise covered by the Worker's Compensation statute, or the City's Workers' Compensation carrier, but is not eligible to receive benefits because the duration of the illness is not long enough, then the City agrees to pay for up to three (3) full days of pay to the affected employee. Accumulated sick time of the affected member shall not be applied to the three (3) days provided for herein.

Sick leave, injury leave, or temporary disability benefits shall be payable to any employee injured while in the employ of an Employer other than the City of Oshkosh, except that the sick leave benefits shall be reduced in an amount equal to the Workers' Compensation benefits received from the Employer or its insurer.

ARTICLE 7

PAY PERIODS

All payroll stubs shall be available at 1:00 p.m. on every other Friday unless extenuating circumstances exist. In the event such days are legal holidays, checks will be issued on the day preceding.

Effective January 1, 2004, all employees shall participate in the direct deposit payroll system.

ARTICLE 8

INSURANCE BENEFITS

A. Insurance Medical Benefits Plan:

The Employer shall provide health coverage.

Health Risk Assessment (HRA): Employee participation in the City's Health Risk Assessment (HRA) program is voluntary. To receive the preferred premium contribution rate, the employee must participate in the HRA. Participation by the employee's spouse in the HRA is encouraged but not required. Participation in the follow-up coaching program is recommended and is offered on a voluntary basis.

The City reserves the right to offer an HRA and select the HRA administrator in its sole discretion. The City shall pay for the costs to provide the HRA. In the event the City elects to discontinue the HRA program, employees shall contribute the preferred employee health insurance rates.

1. Employee Contributions **With** Health Risk Assessment (HRA).

Effective January 1, 2021, employees will contribute up to 12% up to a maximum of \$153.98 per month towards single; \$288.77 per month towards dual and \$356.14 per month towards the family premium equivalents.

2. Employee Contributions **Without** Health Risk Assessment (HRA):

Effective January 1, 2021, employees will contribute up to 15% up to a maximum of \$192.48 per month towards single; \$360.96 per month towards dual and \$445.18 towards the family premium equivalents.

Note: Health insurance premium contributions are actually made one month prior to the effective dates shown.

B. Dental Insurance:

Effective 1/1/2019: Employees may participate in the dental plan at the same level of benefits and premium share as offered and provided to non-represented employees.

C. Income Continuation Insurance:

The City shall participate in the State's Group Income Continuation Insurance Program. The City will pay its Employer's share.

D. Life Insurance:

The Employer shall pay 100% of the premium of the State's Group Basic Life Insurance Policy. Other amounts of coverage for the employee and spousal and dependent coverage shall be available to the employee at his/her own expense.

E. Section 125 Plan:

The City shall offer a Section 125 Plan as allowed by law. Employees will be allowed to contribute premium contributions, unreimbursed medical expenses, and dependent care expenses into the plan subject to the plan's rules and regulations.

ARTICLE 9

PENSION

In addition to the statutory requirements, the Employer shall pay to the employee's retirement fund an amount not to exceed seven percent (7%) of the employee's gross wages.

Effective January 1, 2014, an employee shall contribute his/her portion of the Wisconsin Retirement System (WRS) on the same basis as general employees as determined by the Employee Trust Funds (ETF).

ARTICLE 10

PREVIOUS BENEFITS

The Employer agrees to maintain in substantially the same manner, all benefits, policies, and procedures related to wages, hours, and conditions of employment that are mandatory subjects of bargaining not specifically referred to or altered by this Agreement.

ARTICLE 11

WAIVER OF RIGHTS

Neither party to this Agreement by such act at the time hereof or subsequent hereto agrees to and does waive any rights possessed by it or them under state and federal laws, regulations or statutes. In the event any clause or portion of this Agreement is in conflict with statutes of the State of Wisconsin governing municipalities or other statutes such clause or portion of the Agreement shall be declared invalid and negotiations shall be instituted to adjust the invalidated clause or portion thereof.

ARTICLE 12

LAY-OFFS

When it is deemed necessary by the City to lay off employees because of need for economy, lack of work or funds or other just cause, it shall follow the lay-off procedure outlined in Wisconsin Statutes, 1973, Section 62.13(5m).

SENIORITY

Employees who leave the bargaining unit to accept another position within the Police Department of the City of Oshkosh which is outside the bargaining unit and, within one (1) year of leaving the bargaining unit, return to a position in the bargaining unit, shall retain all accumulated seniority earned in the bargaining unit as well as the seniority earned outside the bargaining unit.

ARTICLE 13

RULES & EVALUATION REPORTS

The Association recognizes that the Employer may adopt and publish rules from time to time, however, the Employer shall submit such rules to the Association for its information prior to the effective date.

For this purpose, rules shall be defined as any rules, regulations, policies, directives, and postings published by the Department or the city affecting the department. Such rules shall be submitted to the Wage Board Chairman and the Association President and shall also be posted for knowledge and record. All such rules shall bear the signature of the Chief of Police or his/her designee. In the event of a dispute to such rules, the Association shall have fifteen (15) days after inception to dispute such rules through the grievance procedure.

Evaluation reports of employees shall be submitted to the evaluated employee in final form and identical to those filed in the personnel office and in the office of the Chief of the Department.

ARTICLE 14

PROGRESSION OF DISCIPLINARY ACTION

Progression of disciplinary action shall be as follows: First, oral reprimand or written reprimand. An Association representative may be present with the employee at the time (or at such time as) any oral or written reprimand, suspension or dismissal is registered with the employee. The Association shall be furnished a copy of any written notice of reprimand or suspension. A written reprimand sustained in the grievance or not contested shall be recorded.

An employee shall have the right to the presence of an Association representative when his/her work performance or conduct affecting his/her status as an employee are the subject of discussion for the record. The City shall, at all steps of this Article, affirmatively ask the employee if he/she desires an Association representative to be present.

ARTICLE 15

EDUCATION BENEFITS

This provision shall apply to those employees hired prior to 1-1-89 only.

In consideration of the successful completion of thirty-six (36) credits from the curriculum of any accredited institution, defined as the Police Administration Program the following schedule of benefits and provisions shall apply:

Educational Credits:

For every three (3) credits an employee obtains in the aforesaid program of study he/she shall receive bi-weekly payments as listed:

| <u>Credits</u> | <u>Bi-weekly Rates</u> |
|----------------|------------------------|
| 3 | \$ 2.31 |
| 6 | \$ 4.61 |
| 9 | \$ 6.92 |
| 12 | \$ 9.23 |
| 15 | \$11.54 |
| 18 | \$13.85 |
| 21 | \$16.15 |
| 24 | \$18.46 |
| 27 | \$20.77 |
| 30 | \$23.08 |
| 33 | \$25.38 |
| 36 | \$27.69 |

Salary adjustments as contained herein shall be made at the beginning of the first pay period in February and the beginning of the first pay period in July of each year upon presentation of satisfactory evidence that the officer has completed the aforesaid courses of instruction. Employees shall not be paid for courses completed unless the final grade received is a "C" or better.

An additional \$15.00 per month shall be paid to the employee upon completion of 60 credits in the Police Administration program.

All employees who have completed two (2) years of service are eligible to participate in the educational program set forth herein. An employee who has accumulated credits herein prior to the completion of two (2) years of service will receive the compensation as provided herein at such time as he has completed two (2) years of service.

Employees desiring to take certified courses in the Police Administration Program shall fund said courses through LEAA Grants, GI Benefit Grants or any other available grant made known to the employee. Should the employee not be able to receive funding for books and tuition from any other source for certified courses in the Police Administration Program then in that event and only in that event the City will pay the expenses of books and tuition. Should an employee be required to pay back any grant he has received due to termination or voluntary separation from the Oshkosh

Police Department then in that event the City will reimburse the employee for those expenses due to participation in the Police Administration Program.

All payments shall be at the undergraduate rate. If an employee wishes to take a graduate course, he shall be responsible for the differences between the graduate and undergraduate rate. If the employee drops a class, the employee will be responsible for the costs incurred by the City for that course including books and tuition.

If the reason for the employee dropping the course is due to a shift change, the employee will not be required to reimburse the City. Student classroom and study hours shall not be construed as work hours nor shall such time be subject to compensation.

No new employee hired after January 1, 1969, for purposes of the salary schedule shall be hired in other than the first step of the salary schedule unless educational achievement is such as the City may choose to start him/her in a step not to exceed step C of the salary schedule. The salary schedule is set forth in Appendix A and incorporated herein by reference.

ARTICLE 16

GRIEVANCE PROCEDURE

Both the Association and the City recognize that grievances and complaints should be settled promptly and at the earliest possible stages and that the grievance process must be initiated within ten (10) days of the incident or knowledge of the incident, whichever is the latter. Any grievance not reported or filed within ten (10) days shall be invalid. A grievance is defined as any dispute or misunderstanding relating to employment between the City and the Association.

For the purpose of the final step of the grievance procedure, a grievance will be limited to the interpretation of application of the terms and conditions of this agreement, including past practices and policies incorporated in this agreement by its terms, and shall be handled in the following manner:

1. The grieved employee shall present the grievance orally to his/her Supervisor, either alone or accompanied by an Association representative, or if the employee refuses to present the grievance, the Association may present the grievance. The supervisor shall, within five (5) days, excluding Saturdays, Sundays and holidays, provide a response to the employee.
2. If the grievance is not settled at the first step, the grievance shall be presented in writing to the Police Chief within ten (10) days (Saturday, Sunday and holidays excluded). The Chief shall within ten (10) days (Saturday, Sunday, and holidays excluded) hold an informal meeting with the aggrieved employee, and Association representatives. The Chief's Response to the grievance shall be in writing. If the grievance is not resolved to the satisfaction of all parties within five (5) days (Saturday, Sunday and Holidays excluded), either party may proceed to the next step.
3. The grievance shall be presented in writing to the City Manager for disposition within ten (10) working days (Saturday, Sunday and holidays excluded). Response to the grievance shall be in writing.
4. If the grievance is not settled under the provisions of paragraph 3 above and one of the

parties deems the issue to be arbitrated, the party shall process the grievance within ten (10) days (Saturday, Sunday and holidays excluded) of completion of the provisions of paragraph 3 to arbitration. Arbitration procedures shall follow those outlined in State Statutes. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 17

AGENCY SHOP

The Association, as the exclusive representatives of all the employees in the bargaining unit, will represent all such employees, Association and non-union, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and by-laws. No employee shall be denied Association membership because of race, creed, color, or sex.

The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit, the monthly dues as being certified by the Association, and pay said amount to the treasurer of the Association on or before the end of the month in which such deduction was made. Changes in the amount of dues to be deducted shall be certified by the Association 30 days before the effective date of the change.

As to new employees, such deduction shall be made from the first appropriate paycheck.

In the event an employee chooses not to become a member of the Association, 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 competent jurisdiction in this regard. The Association agrees to inform the City of any change in the amount of fair share costs.

In the event an employee or employees choose not to become a member of the Association, the Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of State and Federal law, and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive where appropriate, a rebate of any monies to which they are entitled. To the extent required by State or Federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

The Association does hereby indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken, or not taken, by the City, which City action or non-action is in compliance with this agreement, and in reliance on any lists or certificates which have been furnished to the City pursuant to this Article, provided that the defense of any such claims, demands, suits, or other

forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the City from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

ARTICLE 18

MILEAGE POLICY

Employees shall be reimbursed for mileage incurred for work related activities at the rate as determined by the City Council.

ARTICLE 19

MATERNITY LEAVE

Whenever an employee becomes pregnant, she shall furnish the Department with a medical report, stating the expected date of delivery and what, if any, work restrictions exist. Continued employment shall be based upon the employee's ability to perform the work. The duration of pregnancy leave without pay shall be determined subsequent to the request of the attending physician. Sick leave shall be allowed for the actual time of disability due to pregnancy as certified by the employee's physician and in accordance with State and Family Medical Leave Laws.

ARTICLE 20

RECOGNITION & UNIT OF REPRESENTATION

The City hereby recognizes the Association as the sole and exclusive bargaining agent with respect to hours, wages and conditions of employment for the positions of Police Officer, Police Specialist, School Resource Officer and Detective excluding the positions of Chief, Captain, Lieutenants, Sergeants, and all other employees of the Oshkosh Police Department.

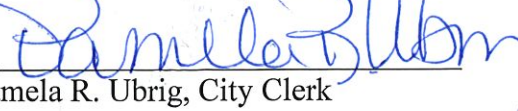
THIS AGREEMENT shall become effective as of January 1, 2021, and will remain in full force and effect to and including the 31st day of December, 2023.

CITY OF OSHKOSH

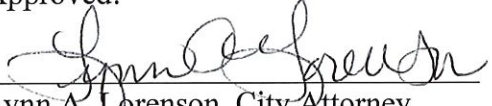
**OSHKOSH PROFESSIONAL POLICE
OFFICERS ASSOCIATION (OPPA)**

By: 
Mark A. Rohloff, City Manager

By:  - President

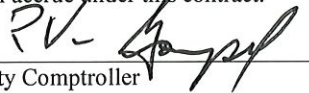
By: 
Pamela R. Ubrig, City Clerk

By:  - secretary

Approved:

Lynn A. Lorenson, City Attorney

By: 

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract.


City Comptroller

SCHEDULE A
POLICE PAY PLAN* (2.50%)
EFFECTIVE THE PAYPERIOD THAT INCLUDES JANUARY 1, 2021

| | | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|-------------------------|---|------|----------|----------|----------|----------|----------|----------|
| POLICE OFFICER | 1 | BIWK | 2157.01 | 2270.17 | 2434.64 | 2599.09 | 2763.54 | 2928.03 |
| | | MO | 4673.52 | 4918.70 | 5275.05 | 5631.36 | 5987.67 | 6344.06 |
| POLICE SPECIALIST | 2 | BIWK | 2203.24 | 2318.84 | 2484.14 | 2649.45 | 2814.79 | 2980.16 |
| | | MO | 4773.68 | 5024.15 | 5382.30 | 5740.47 | 6098.71 | 6457.01 |
| SCHOOL RESOURCE OFFICER | 3 | BIWK | 2339.03 | 2461.79 | 2601.16 | 2740.54 | 2879.88 | 3019.27 |
| | | MO | 5067.89 | 5333.87 | 5635.84 | 5937.83 | 6239.74 | 6541.75 |
| DETECTIVE | 4 | BIWK | 2474.88 | 2604.79 | 2718.20 | 2831.58 | 2944.98 | 3124.43 |
| | | MO | 5362.24 | 5643.71 | 5889.43 | 6135.09 | 6380.79 | 6769.59 |
| DETECTIVE II | 5 | BIWK | 2524.58 | 2657.08 | 2775.16 | 2893.22 | 3011.26 | 3195.40 |
| | | | 5469.92 | 5757.00 | 6012.84 | 6268.64 | 6524.39 | 6923.36 |

Movement on the Pay Schedule:

Employees shall progress from one step to the next on an annual basis based on their anniversary date of hire so long as the employee is in the same classification to which they were originally hired. Employees who are promoted to another job classification shall move from one step to the next on an annual basis according to the employee's date of appointment to the new job classification.

Employees in the Police Officer job classification who are located in Step F on the salary schedule who receive a promotion to another job classification shall move to Step F of the new classification. Employees in the Police Officer job classification who are located in Steps A through E and receive a promotion, shall move to the step in the new job classification that is closest to, but above, their current salary.

\$29.00 per month additional to artist when assigned to that duty.

* Official rates are the bi-weekly rates.

Lateral Transfer Pay:

Employees hired after 1/1/2021 who have previous certified sworn law enforcement experience shall, upon successful completion of their probationary period, be eligible to progress to the pay step which coincides with one-half of their recognized experience. Additionally, such employees shall be eligible for vacation accruals in the same manner.

Shift Differential:

\$0.50 per hour for all hours between 6:00 pm and 6:00 am.

Classification Pay:

When an officer performs duties of a higher ranking officer for more than two (2) consecutive pay periods, that officer shall receive the compensation equal to the compensation that the higher ranking officer receives. This provision shall not apply if the reason for the assignment is vacation relief.

Seniority Credit:

All officers within fifteen (15) years service as of the 1st day of January, 1969, will receive for purposes of the pay schedule eighteen (18) credits. These credits shall be given in addition to whatever credits they may acquire under the program set forth herein.

Those employees who are employed prior to the 1st day of January, 1969, who have not progressed in the educational program set forth herein shall receive for pay purposes only an additional ten dollars (\$10.00) per month upon the completion of ten (10) years of service and an additional ten dollars (\$10.00) per month upon the completion of twenty (20) years of service.

This provision is not to be construed as credit equivalents, nor as additional benefits to acquired credits. Those employees who qualify for educational benefits in Article XVI shall not be eligible for the benefits contained in this section.

SCHEDULE A
POLICE PAY PLAN* (1.75%)
EFFECTIVE THE PAYPERIOD THAT INCLUDES JANUARY 1, 2022

| | | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|-------------------------|---|------|----------|----------|----------|----------|----------|----------|
| POLICE OFFICER | 1 | BIWK | 2194.76 | 2309.90 | 2477.25 | 2644.57 | 2811.90 | 2979.27 |
| | | MO | 4755.31 | 5004.78 | 5367.37 | 5729.90 | 6092.45 | 6455.08 |
| POLICE SPECIALIST | 2 | BIWK | 2241.80 | 2359.42 | 2527.61 | 2695.82 | 2864.05 | 3032.31 |
| | | MO | 4857.23 | 5112.07 | 5476.48 | 5840.94 | 6205.44 | 6570.00 |
| SCHOOL RESOURCE OFFICER | 3 | BIWK | 2379.96 | 2504.87 | 2646.68 | 2788.50 | 2930.28 | 3072.11 |
| | | MO | 5156.58 | 5427.21 | 5734.47 | 6041.75 | 6348.94 | 6656.23 |
| DETECTIVE | 4 | BIWK | 2518.19 | 2650.37 | 2765.77 | 2881.13 | 2996.52 | 3179.11 |
| | | MO | 5456.07 | 5742.46 | 5992.50 | 6242.44 | 6492.46 | 6888.07 |
| DETECTIVE II | 5 | BIWK | 2568.76 | 2703.58 | 2823.73 | 2943.85 | 3063.96 | 3251.32 |
| | | | 5565.64 | 5857.75 | 6118.08 | 6378.34 | 6638.58 | 7044.52 |

Movement on the Pay Schedule:

Employees shall progress from one step to the next on an annual basis based on their anniversary date of hire so long as the employee is in the same classification to which they were originally hired. Employees who are promoted to another job classification shall move from one step to the next on an annual basis according to the employee's date of appointment to the new job classification.

Employees in the Police Officer job classification who are located in Step F on the salary schedule who receive a promotion to another job classification shall move to Step F of the new classification. Employees in the Police Officer job classification who are located in Steps A through E and receive a promotion, shall move to the step in the new job classification that is closest to, but above, their current salary.

\$29.00 per month additional to artist when assigned to that duty.

* Official rates are the bi-weekly rates.

Lateral Transfer Pay:

Employees hired after 1/1/2021 who have previous certified sworn law enforcement experience shall, upon successful completion of their probationary period, be eligible to progress to the pay step which coincides with one-half of their recognized experience. Additionally, such employees shall be eligible for vacation accruals in the same manner.

Shift Differential:

\$0.50 per hour for all hours between 6:00 pm and 6:00 am.

Classification Pay:

When an officer performs duties of a higher ranking officer for more than two (2) consecutive pay periods, that officer shall receive the compensation equal to the compensation that the higher ranking officer receives. This provision shall not apply if the reason for the assignment is vacation relief.

Seniority Credit:

All officers within fifteen (15) years service as of the 1st day of January, 1969, will receive for purposes of the pay schedule eighteen (18) credits. These credits shall be given in addition to whatever credits they may acquire under the program set forth herein.

Those employees who are employed prior to the 1st day of January, 1969, who have not progressed in the educational program set forth herein shall receive for pay purposes only an additional ten dollars (\$10.00) per month upon the completion of ten (10) years of service and an additional ten dollars (\$10.00) per month upon the completion of twenty (20) years of service.

This provision is not to be construed as credit equivalents, nor as additional benefits to acquired credits. Those employees who qualify for educational benefits in Article XVI shall not be eligible for the benefits contained in this section.

SCHEDULE A
POLICE PAY PLAN* (3.00%)
EFFECTIVE THE PAYPERIOD THAT INCLUDES JANUARY 1, 2023

| | | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|-------------------------|---|------|----------|----------|----------|----------|----------|----------|
| POLICE OFFICER | 1 | BIWK | 2260.60 | 2379.20 | 2551.57 | 2723.91 | 2896.26 | 3068.65 |
| | | MO | 4897.96 | 5154.93 | 5528.40 | 5901.80 | 6275.23 | 6648.74 |
| POLICE SPECIALIST | 2 | BIWK | 2309.05 | 2430.20 | 2603.44 | 2776.69 | 2949.97 | 3123.28 |
| | | MO | 5002.94 | 5265.43 | 5640.78 | 6016.16 | 6391.60 | 6767.10 |
| SCHOOL RESOURCE OFFICER | 3 | BIWK | 2451.36 | 2580.02 | 2726.08 | 2872.16 | 3018.19 | 3164.27 |
| | | MO | 5311.28 | 5590.04 | 5906.50 | 6223.01 | 6539.41 | 6855.91 |
| DETECTIVE | 4 | BIWK | 2593.74 | 2729.88 | 2848.74 | 2967.56 | 3086.42 | 3274.48 |
| | | MO | 5619.77 | 5914.74 | 6172.27 | 6429.71 | 6687.24 | 7094.70 |
| DETECTIVE II | 5 | BIWK | 2645.82 | 2784.69 | 2908.44 | 3032.17 | 3155.88 | 3348.86 |
| | | | 5732.61 | 6033.49 | 6301.62 | 6569.70 | 6837.74 | 7255.86 |

Movement on the Pay Schedule:

Employees shall progress from one step to the next on an annual basis based on their anniversary date of hire so long as the employee is in the same classification to which they were originally hired. Employees who are promoted to another job classification shall move from one step to the next on an annual basis according to the employee's date of appointment to the new job classification.

Employees in the Police Officer job classification who are located in Step F on the salary schedule who receive a promotion to another job classification shall move to Step F of the new classification. Employees in the Police Officer job classification who are located in Steps A through E and receive a promotion, shall move to the step in the new job classification that is closest to, but above, their current salary.

\$29.00 per month additional to artist when assigned to that duty.

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Lateral Transfer Pay:

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Shift Differential:

\$0.50 per hour for all hours between 6:00 pm and 6:00 am.

Classification Pay:

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This provision is not to be construed as credit equivalents, nor as additional benefits to acquired credits. Those employees who qualify for educational benefits in Article XVI shall not be eligible for the benefits contained in this section.

(MEMORANDUM OF UNDERSTANDING)

I. As an addition to this Contract, the parties agree to attach this Memorandum of Understanding which is the result of a Stipulation entered into between the parties and which defines in-service training. The Memorandum of Understanding is as follows:

The parties agree: 1) that the Chief can require employees to attend in-service training; 2) that employees will, in the future, have the right to select dates of attendance, based on seniority on shifts; and 3) that the City recognizes it has the obligation to bargain the effects of its determination of in-service training on wages, hours, and working conditions, including, but not limited to, scheduling and compensation while attending.

TO: ALL MEMBER OF THE OSHKOSH PROFESSIONAL
POLICE OFFICERS ASSOCIATION

FROM: NORBERT W. SVATOS, DIR. OF ADMINISTRATIVE SERVICES

SUBJECT: SICK LEAVE APPLICATION FORM

DATE: MARCH 15, 1998

This is to advise you that you are no longer required to answer the section relating to remaining at home during evening hours on the Sick Leave Application, unless the absence is for more than one day. This is not, however, a blanket authorization allowing employees to absent themselves from work while continuing normal activities during evening hours. You will be held accountable for all absences as in the past.