## RESOLUTION 2023-07 (04-18-2023)

RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY & LEGAL COMMITTEE OF THE VILLAGE OF STURTEVANT AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE STURTEVANT PROFESSIONAL POLICE ASSOCIATION FOR 2023, 2024, AND 2025

WHEREAS, the Village of Sturtevant has entered into negotiations with the Sturtevant Professional Police Association in order to reach a voluntary collective bargaining agreement for 2023, 2024, and 2025; and

WHEREAS, both parties were able to reach a tentative agreement with the Sturtevant Professional Police Association.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

- 1. That the renewal and execution of a collective bargaining agreement with the Sturtevant Professional Police Association for the years 2023, 2024, and 2025 is authorized and approved.
- 2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution subject to review by the Village Administrator and the Village's Labor Negotiator.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 18<sup>th</sup> day of April, 2023.

Village of Sturtevant

Michael Rosenbaum, President

Cheryl Zamecnik, Willage Clerk

## Agreement between the

# VILLAGE OF STURTEVANT

and the

# STURTEVANT PROFESSIONAL POLICE ASSOCIATION LOCAL

OF THE

WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2023-2025

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This Agreement is made and entered into at Sturtevant, Wisconsin, by and between the Village of 1 Sturtevant (hereinafter referred to as the "Municipality") and the Sturtevant Professional Police 2 3 Association (hereinafter referred to as "Association"). 4 5 **ARTICLE I - RECOGNITION** 6 The Municipality hereby recognizes the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association as the exclusive bargaining agent on behalf of the Sturtevant 7 8 Professional Police Association in the matter of hours, wages, and conditions of employment for nonsupervisory Police Department officers to include only those officers not above the rank of Police Officer. 9 10 **ARTICLE II - NEGOTIATIONS** 11 12 Either party may select for itself a negotiator or negotiators for the purpose of carrying on 13 conferences and negotiations. No consent from either party shall be required in order to name such negotiator or negotiators. The Municipality and the Association shall notify each other of the names of 14 15 their negotiator or negotiators. 16 17 ARTICLE III - MANAGEMENT RIGHTS It is not the purpose of this Agreement to infringe upon or impair the rights of management of the 18 Police Department, except as specifically abridged, modified, or restrained herein, and the Municipality 19 shall retain all such rights, powers, and authorities, except as specifically abridged, modified or restrained 20 21 herein. Creation of, or changing, department rules and regulations or policy and procedures shall be 22 reasonable and subject to review by the grievance procedure. 23 24 ARTICLE IV - ASSOCIATION ACTIVITY 25 The Association agrees to conduct its business during non-working hours whenever possible. 26 Business agents or representatives of the Association may confer with officers of the Police Department 27 during the course of normal working hours of employment if it does not interfere with the operation of the 28 Police Department and if permission is first obtained from the Chief of Police, or, in his absence, the 29 officer in charge. 30 31 ARTICLE V - HOURS OF WORK 32 The hours of work for the police officers covered under the terms of this agreement shall be as 33

hereinafter set forth:

1	I. The	e normal workday shall consist of eight (8) hours.		
2	2. The	The normal work week shall consist of forty (40) hours.		
3	3. The	The schedule of hours shall be worked according to the schedule set forth by the Chief of		
4	Pol	ice. All officers will be given a choice as to the shift they would like to work. This will		
5	be l	by seniority, subject to the following requirements:		
6	a.	After picking a shift, the officer must work that shift for a minimum of twelve (12)		
7		months.		
8	b.	Officers shall be allowed to select work shifts on an annual basis. On November 1st		
9		of each year, the Police Department shall post a list of the next year's work shift.		
10		Each officer shall then sign up for their preferred work shift and when all officers		
11		have done so, shifts shall be assigned on a seniority basis. Officers who utilize		
12		their seniority to move a less senior officer off a shift assume that less senior		
13		officer's work schedule unless mutually agreed upon with another employee.		
14	c.	The Chief of Police has the authority to take an officer off his chosen shift for a		
15		temporary period due to illness, accident, or another emergency.		
16	Police offic	ers shall be paid in biweekly pay periods with checks to be delivered no later than the		
17	following I	riday. To allow for direct deposit, the timeframe of time sheet submittal shall be		
18	determined	rmined by the Chief of Police.		
19	The parties	have also agreed to the terms of the attached Memorandum of Understanding		
20	regarding s	hifts to be implemented upon ratification of this agreement.		
21	If a shortag	shortage exists on any shift which requires an officer being moved from another shift, it will		
22	first be offe	be offered by seniority, except in emergency situations. If no senior officer is interested in		
23	moving the	ing their shift, the least senior officer working will be assigned to cover the shortage.		
24				
25		ARTICLE VI - HOLIDAYS AND ADDITIONAL DAYS OFF		
26	1. The	following days shall be designated as holidays:		
27 28 29 30 31 32 33 34 35		New Year's Day Friday before Easter Memorial Day Independence Day Labor Day Thanksgiving Day The day following Thanksgiving Day The day before Christmas Day Christmas Day		
36 37		The day before New Year's Day One floating holiday		

- The above-listed holidays shall be paid days off. These holidays are in addition to any regular workdays or off days as scheduled by the Chief of Police or his designee. These holidays shall be taken at the time requested with the approval of the Chief of Police.

  No holidays may be carried over to the following year. If any holidays cannot be taken
  - 3. No holidays may be carried over to the following year. If any holidays cannot be taken during the current year, the police officer will receive such holiday pay on the 31st day of December of each year, or as soon as is reasonable thereafter. Holiday pay shall be at the current normal hourly rate of the police officer. Upon death or retirement or resignation, any unused earned holidays will be paid to the police officer or his or her surviving spouse or deceased's estate.
  - 4. Officers shall not be ordered into work on their regularly scheduled off days to provide coverage for officers who request time off on a designated holiday. Association members may sign up for voluntary overtime shifts that may be posted to provide such coverage.
  - 5. Personal Days:

- A. All employees shall be eligible for two (2) non-cumulative personal days off each calendar year. Personal days may not be used for recreation or entertainment reasons. The employee shall notify the Chief of Police his/her designee as soon as practicable that a personal day is needed. Personal days may be denied when the safety or welfare of the Village would be jeopardized.
- B. Personal time off will be charged against the employee's accumulated sick leave time. An employee will not be paid for personal time off when the employee has no accumulated sick leave.
- C. Personal leave may be taken in units of not less than one hour. Any portion of an hour will be considered a full hour.

#### ARTICLE VII - CLOTHING ALLOWANCE

Clothing allowance for the police officers covered under the terms of this Agreement shall be as hereinafter set forth:

- 1. Effective January 1, 2023, Officer(s) shall be granted the amount of eight hundred dollars (\$800.00) per year per Officer for clothing and equipment purchases or maintenance.
- Each Officer's allowance shall be kept on account and tracked by the Department; qualified expenses shall be deducted from the account balance. Before purchasing items, officers must obtain prior approval of the Chief of Police. Officers shall either submit an invoice for payment, receipt of eligible expense or direct bill the purchase to the Department.
- 3. Authorized purchases shall include, but are not limited to:

- Shoes, pants, hats, leather (nylon) goods, uniform insignia, shirts, jackets, flashlights. 1 Approved plain clothes items purchased for work related use shall also be eligible for 2 reimbursement. Laundry and dry cleaning shall be reimbursed when proof of costs is 3 presented. Other uniform or specialty items may be authorized by the Chief of Police. The Chief will meet with the employee and discuss the items and reasons for the purchase. 5 Bulletproof vests will be furnished by the Village at no cost to the employee. Exterior 4. 6 carriers shall be furnished by the Village at the time of the vest replacement. They will be 7 replaced at the interval recommended by the manufacturer. Officers must submit a request 8 for replacement. 9 Upon separation from the department, all purchases made under this uniform allowance 5. 10 shall remain the officer's personal property. 11 Police officers shall be reimbursed the total cost of clothing and/or equipment that is 6. 12 damaged while employee is acting in the line of duty, subject to the approval of the Chief 13 of Police. 14 15 ARTICLE VIII - OVERTIME ALLOWANCE 16 Overtime allowance for the police officers covered under the terms of this Agreement shall be as 17 hereinafter set forth: 18 Any work performed in excess of eight (8) hours in a day or forty (40) hours in a week 1. 19 shall be compensated for at one and one-half (1½) times the regular rate of pay. 20 For the purpose of definition, all time spent in court and, all time traveling to and from said 2. 21 court from the Village of Sturtevant, which results from, or is related to the performance of 22 23
  - duties as a police officer of the Village of Sturtevant, shall be considered as overtime, provided that the officer is appearing in court during non-working hours. The Municipality agrees to pay a minimum of two (2) hours for appearing in court during non-working

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- All officers who are required to work on their regular days off or on a preapproved 3. holiday, vacation day, or CTO shall be paid at one and one-half (11/2) times the regular rate of pay regardless of the amount or number of hours notice given.
- Overtime premium paid for any hour excludes that hour from consideration for overtime 4. on any other basis, thus eliminating pyramiding of overtime premium.
- Overtime, which is scheduled in advance, other than court appearances, shall be distributed 5. based on seniority. Twenty-four (24) hours notice shall be given whenever possible. The following rules of procedure will be followed to distribute overtime:

Management of the Police Department shall have the right to bypass the use of the 1 a. call-in list when time constraints dictate immediate use of overtime assignments. 2 This procedure does not apply to the extension of a working shift with the use of b. 3 overtime. It is agreed that employees cannot refuse to work overtime as an extension of their shift. An extension of a shift can be at the end of the normal shift. 5 or at the beginning of the normal shift. 6 When no employee is willing to work overtime on a voluntary basis, the lowest 7 c. senior employee that can be directly reached may be ordered to work. 8 Overtime for special assignments shall be scheduled at the discretion of the Chief 9 d. of Police. The most senior employees who qualify for the special assignment shall 10 be selected. Employees who are denied special assignment overtime due to 11 disagreements about qualifications may seek relief through the grievance 12 procedure. 13 The Municipality agrees to provide an accurate up-to-date overtime summary to 14 e. police officers and to make available said overtime summary. 15 The Municipality agrees to compensate police officers at one and one-half (1½) f. 16 times the basic hourly wage for overtime hours worked, or at the request of the 17 officer and with the approval of the Chief of Police, to allow for compensatory time 18 off at one and one-half (11/2) times the actual overtime hours worked, provided that 19 no overtime obligation thereby is created for the Municipality. 20 Officers shall be allowed to switch or interchange off-days with other officers 21 g. within the bargaining unit with the approval of the Chief of Police, provided that no 22 overtime is involved. 23 An officer required to report in to work outside his normal working hours shall be paid for 6. 24 a minimum of two (2) hours at one and one-half (1½) times base pay provided that such 25 minimum does not apply if the hours worked are consecutively prior to or after his 26 scheduled hours of work. 27 Employees may have the option of taking overtime payments in compensatory time off 7. 28 (CTO) instead of pay. A maximum of one-hundred-sixty-eight (168) hours of CTO may be 29 accumulated. CTO may be carried over from year to year. An Officer may request to be 30 paid out, at the end of the year, for any number of hours accumulated in excess of eighty-31 four (84) hours. Management shall establish guidelines for when and how this request 32

should be made.

#### ARTICLE IX - WAGES

The respective hourly wages for the police officers covered under the terms of this
 Agreement shall be as hereinafter set forth:

	3%	3.25%	3.50%	
	1/1/2023	1/1/2024	1/1/2025	
Starting Wages	\$28.70	\$29.63	\$30.67	
After 1 Year	\$30.63	\$31.63	\$32.74	
After 2 Years	\$32.30	\$33.35	\$34.52	
After 3 Years	\$33.95	\$35.05	\$36.28	
After 4 Years	\$35.60	\$36.76	\$38.05	
After 5 Years	\$36.15	\$37.32	\$38.63	
After 11 Years	\$36.70	\$37.89	\$39.22	

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- 2. For the purpose of identification, a newly hired officer shall be on probation and shall be paid the wages of a probationary officer for a period of one (1) year.
- 3. Field Training Officer Those officers who are assigned to train a new officer shall receive one (1) hour of compensatory time off for each shift they work with a new officer as additional compensation.

## ARTICLE X - LONGEVITY PAY

This section was eliminated effective 01/01/2017.

## **ARTICLE XI - VACATIONS**

Paid vacations of the police officers covered under the terms of this agreement shall be hereinafter set forth:

- Patrol Officers are granted the following paid vacations:
  - a. Two (2) weeks after one (1) year of service.
  - b. Three (3) weeks after five (5) years of service.
  - c. Four (4) weeks after ten (10) years of service.
  - d. Five (5) weeks after fifteen (15) years of service.

- 2. After the first year of employment, earned vacations shall be based on the calendar year prior to the year of vacation, except that earned vacations for the initial year of employment shall be computed from the anniversary date of employment.

  3. An officer who becomes separated from the Municipality's service for any other reason except discharge, in addition to his vacation based on the preceding year, shall be entitled.
  - except discharge, in addition to his vacation based on the preceding year, shall be entitled to prorated vacation for the year of separation from the Municipality's service in proportion to the number of full months employed during the year of separation.
  - 4. Unused vacation time, up to forty (40) hours, shall carry over from year to year.
  - Unused vacation of a deceased officer shall be payable to the surviving spouse or the deceased's estate.
  - 6. The scheduling of vacations shall be within the discretion of the Chief of Police based on seniority.
  - Approved vacation or holiday periods shall include any off days prior to and/or following the vacation or holiday, except in the event of an emergency.

#### **ARTICLE XII - LAYOFFS**

- In the event the number of officers is reduced, the Municipality will select the officers who shall be laid off according to the inverse order of their length of employment, with the officers with the least length of employment being laid off first.
- 2. The Municipality will give thirty (30) days notice to the officer(s) who are to be laid off.
- 3. The Municipality will recall officers who are laid off in inverse order of their layoff. No new or substitute appointments shall be made while there are officers on layoff status who are qualified to fill the vacancies.
- 4. An officer who is laid off may participate in the group hospitalization and surgical/medical benefit plan, prescription drug, dental and group life insurance plan for one year at group rates at the cost of the laid off employee.
- An officer who is laid off shall respond to a recall within seven calendar days from service
  of notice of recall, served either personally or by certified mail.
- 6. The Village has the right to subcontract for the purpose of consolidation of police services. In the event the Village exercises this right, the Village shall attempt to protect the jobs of affected officers with the new service provider. The Village shall pay each officer six months' salary as a severance package at the time of layoff if the effected employee is not employed, or offered employment, by the new entity.

# ARTICLE XIII - SICK. INJURY AND EMERGENCY LEAVES

- 1. Sick and injury leaves for the police officers covered under the terms of this agreement shall be as hereinafter set forth.
  - a. Full-time officers shall be granted twelve (12) eight (8) hour days of sick and/or injury leave not compensated by Worker's Compensation, for each twelve (12) months of service, cumulative from commencement of service, up to one-hundred-fifty (150) days. All employees that have accumulated more than one-hundred-fifty (150) days may carryover accumulated days up to two-hundred-twelve (212) days but may not accumulate additional sick days beyond the total of one-hundred-fifty (150) days as of December 31, 2016.
  - Injury leaves compensated by Worker's Compensation shall not dissipate unexpended sick and/or injury leave, unless the officer shall also collect sick leave pay.
  - c. If a police officer is injured in the course of employment (on the job) as such, and if said injury is finally determined to be compensable under Wisconsin Worker's Compensation Law, the Municipality shall continue to pay such officer his regular base wages for such period as he is determined to be entitled to Worker's Compensation, or for 12 months, whichever shall be shorter. In computing the payments due from the Municipality hereunder, the Municipality shall be credited with the following payments to such employee: (1) All Worker's Compensation payments (exclusive of payments for medical expenses), (2) all disability insurance payments payable under any insurance policy or policies carried by the Municipality, and (3) any other payments by law chargeable to the Municipality or its account or accounts due to the injury or disability below zero.
  - d. If a disability qualifying for Worker's Compensation described in C above extends for more than twelve (12) months, the injured officer may, at his own request, use his or her accumulated sick leave pay to make the difference between his or her Worker's Compensation check and his or her regular pay/wages.
  - e. The Municipality shall annually advise the Association as to the number of sick/injury days each Association member has accumulated by posting a list of such sick/injury days accumulated in the Police Department.
  - f. Upon death or retirement or resignation, the Municipality shall pay to the officer or his estate for the accrued unused sick/injury leave at the rate of \$50.00 per day.

- g. Officers shall attempt to give at least one (1) hour notice prior to calling in to use sick leave.
- 2. Funeral Leave: In the event of a death in the immediate family of a regular full-time employee (including probationary employees) such employee shall be paid for the time lost from scheduled work as provided in a and b below. It is agreed that an employee may be required to furnish verification of the death, date of funeral and relationship of the deceased.

- a. Three (3) consecutive workdays for employee's spouse, parent and/or child(ren), brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, step-parent, stepchild, grandparent, grandchild, or other members of immediate household.
- b. In the event of a death which will require "extensive" travel by the employee, the Department Head, Village President, or other authorized person may grant up to two (2) additional leave days. In the event of the death of an employee's uncle, aunt, niece, or nephew, one (1) day of paid leave shall be granted.

#### ARTICLE XIV - INSURANCE, HEALTH, AND WELFARE BENEFITS

1. The Municipality agrees to provide health and welfare insurance benefits for police officers. The Village shall contribute \$500.00 per year to each employee of the IRS Section 125 plan. The Village will agree that employees may start contributing, up to \$500.00 per year, to the 125 plans after the officer is off probationary status. Each employee covered under this insurance plan shall pay 10% of the monthly premium in 2013 and 12% of the monthly premium effective January 1, 2014.

In the event the Village is unable to obtain retiree health insurance benefits for eligible retiree's (Single/Family Coverage), the Village will reimburse retirees for health insurance they purchase as follows; Single: The amount the employer pays for Single Coverage per month of a current employee. Family: the amount the employer pays for Family coverage per month of a current employee. Employees who retire from the Village between the ages of 57 and 65, with twenty (20) years of service with the Village, will be eligible to receive the type of health insurance benefits they were receiving at the time of their retirement (single/family) until they are 65 years old at no cost. Retiree health coverage is eliminated for all employees hired after December 31, 2017.

Employees electing retirement at ages 53 through 56 (with twenty (20) years of service with the Village) will receive \$1000 per month until age 65 in lieu of Village provided retiree insurance. Effective January 1, 2026, eligible employees who retire and receive retiree coverage through the Village will pay the same amount of the monthly premium they paid when they retired.

The Village shall provide \$75,000.00 A.D. & D. The full cost of it is to be paid by the Municipality over the life of the agreement. In the event the Village discontinues its current short- & long-term disability coverage, the previously provided coverage of \$400 per week for loss of time for fifty-two (52) weeks, short term/long term disability will be reinstated. The Municipality agrees to pay the full cost of coverage of the Insurance Company providing that benefit.

If an officer is injured on the job, the Municipality shall continue to pay the

required contributions until such officer returns to work or for twelve (12) months, whichever is shorter. If an officer is absent because of illness or off the job injury and notifies the Municipality of such illness or injury, the Municipality shall continue to make the required contributions for a month following the month when such absence began. If an officer is absent from work for three (3) or more consecutive days because of health or accident reasons (including sick leave), he or she shall as a condition of returning to work, obtain at his or her own cost and time, a doctor's statement attesting to his or her illness and/or problem and to his or her present fitness.

#### ARTICLE XV - WISCONSIN RETIRMENT SYSTEM

The Municipality agrees to enroll all Police Officers into the Wisconsin Retirement System (WRS) upon being employed by the Village effective 01/01/2020. Employees will pay an amount equal to the full employee required retirement contribution as a percentage of the earnings determined by the Legislature or the Department of Employee Trust Funds (ETF) for each year of the contract. The Village will contribute the Employer required contribution.

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#### 1 ARTICLE XVI - GRIEVANCE PROCEDURE 2 1. Definitions. "Grievance". A "grievance" is a claim or complaint involving the interpretation, 3 a. application, or enforcement of the terms of this agreement; provided, however, that 4 5 matters pertaining to discipline shall be promptly presented to the Police Commission which shall make its determinations without adherence to the 6 7 provisions set forth below. "Grievant". A "grievant" may be an individual employee subject to this agreement, 8 Ъ. 9 a group of such employees, or the Association; provided, however, that the Association may be a grievant only if the employees alleged to be affected by the 10 11 alleged grievance are named in the grievance. 12 2. General. An earnest effort shall be made to settle contract differences promptly at the lowest step. All time requirements set forth in this article may be waived or extended upon 13 mutual written agreement of the parties. Unless waived or extended, the time requirements 14 15 are mandatory. All grievances not presented by the grievant within the applicable time limits shall be deemed to be abandoned and waived. All decisions shall be in writing and 16 shall be transmitted to the aggrieved employees and to the Association. All parties shall be 17 given forty-eight (48) hours advance notice of the time and place of any hearing on appeal 18 19 under this article. 20 3. Grievance Procedure. 21 Step 1. A grievant shall file a written grievance with the Chief of Police and the a. Association within ten (10) calendar days after the occurrence of the event or when 22 the affected employee could reasonably have been expected to have knowledge of 23 it. A representative of the Association shall be allowed to be present at the request 24 of the complainant. The Chief of Police shall make a written decision within five 25 (5) days of the submission of the grievance. 26 b. Step 2. If the grievant is dissatisfied with the decision of the Chief of Police, he or 27 she may, within ten (10) days of the receipt thereof, appeal against the decision by 28 filing a written objection thereto with the Chief of Police. If the matter concerns a disciplinary matter, whether or not otherwise subject to Section 62.13, Wis. Stats., the Chief of Police shall refer the matter to the Police Commission which shall

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Such matter shall not be subject to this article.

consider the matter and render its decision pursuant to Section 62.13, Wis, Stats.

- c. Other types of grievances shall be submitted to the Village Board, which shall hear the grievance within fifteen (15) days and render its decision in writing within ten (10) days after the hearing. Verbal or written warnings may be grieved under this procedure but may not be appealed to the Police Commission.
- d. Step 3. If the grievant is dissatisfied with the decision of the Village Board at Step 2, the grievant may, within fifteen (15) days of receipt of the Board's decision, appeal to an arbitrator named by the Wisconsin Employment Relations Commission (WERC) from a panel of five submitted by the WERC.
- e. The parties shall flip a coin to determine who strikes first and shall alternatively strike names from the panel until one is left. The remaining person shall act as arbitrator. The arbitrator shall be without power to alter or extend the terms of the agreement but may only apply and interpret the agreement. The parties shall equally share the fee, if any, of the arbitrator and any transcript expenses.

  Otherwise, each party shall bear its own expenses of the hearing. The decision of the arbitrator shall be binding upon the parties, subject to Chapter 788, Wis. Stats.

#### **ARTICLE XVII - FACILITIES AND TRAINING**

The Municipality shall make reasonable efforts consistent with good planning and the economic situation of the Municipality to improve the facilities and training programs of the Police Department.

Nothing herein shall be construed as conflicting with any existing laws and ordinances.

### **ARTICLE XVIII - TUITION REIMBURSEMENT**

Reimbursement for tuition and course materials (including books) shall be made by the Municipality for courses in law enforcement and other related courses as herein provided. Reimbursement shall be made only where payment is not made by some other governmental or public agency and the course has been satisfactorily completed. All schooling must be approved by the Chief of Police prior to enrollment. Required courses shall be reimbursed at a limit of \$3000 per year per officer, with the department wide cap of \$9000. In the event more than three (3) officers request tuition reimbursement, the maximum department payout of \$9000 will be divided evenly among those requesting reimbursement with the remainder (up to \$3000 per officer) to be reimbursed the next possible year. Notice will be given of the officer's intent to enroll in classes by July 31st of the year prior to enrolling in classes.

Reimbursement should be made within 90 days of the classes' satisfactory completion. The Village agrees to apply the above towards one (1) degree not to exceed a four (4) year degree. Employees who are hired with a degree shall be entitled to obtain one (1) additional degree under the above terms.

# **ARTICLE XIX - EDUCATIONAL INCENTIVE PAY**

An educational incentive pay of \$0.50 per month for each credit earned towards an Associate or bachelor's degree in either Police Science or Criminal Justice shall be paid to each police officer with a minimum of 64 such credits. The maximum number of credits for which payment shall be made is 128 credits. Each officer wishing to receive incentive pay must furnish a copy of his or her transcript to the Village Clerk. All transcripts shall be reviewed before granting incentive pay. Payment will be made the last pay period of each month.

#### ARTICLE XX - RESIDENCY REQUIREMENTS

- 1. The police officers subject to this agreement shall reside within the State of Wisconsin.
- 2. Anyone requesting to live outside the prescribed area must have the approval of the Village Board, which may grant variances in cases of unnecessary hardship.
- 3. If the State of Wisconsin passes legislation making residency requirements unlawful, this Article shall be void and eliminated from this agreement automatically.
- 4. A new police officer being hired by the Village of Sturtevant must move into the boundaries set by this contract by the end of his or her probation.

#### ARTICLE XXI - DUES DEDUCTIONS

Section 1. The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

Section 2. The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from who such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

Section 3. Authorization of dues deductions by a member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

Section 4. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistent

 with either the WPPA or Local Association Constitution and By-Laws.

The Employer agrees to notify the WPPA office in Madison in writing of the name of any new hire into the bargaining unit. No employee shall be denied membership because of race, creed, color, sex, or other legally protected class status.

Section 5. It is expressly understood and agreed that WPPA/LEER will refund to the Employer, or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. The Association does hereby indemnify and shall save WPPA/LEER shall indemnify and hold the Employer 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 Employer, which Employer action or non-action is in compliance with the provision of this Article, and in reliance on any lists or certificates which have been furnished to the Employer 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 Employer 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 XXII - PAY CHECKS

Employees shall receive their pay in 26 (27 if applicable) equal paychecks. Deductions made for Union dues, Health Insurance and Educational incentive pay shall be made equally from the first two pay checks of each month.

## ARTICLE XXIII - TERM

The agreement shall remain in full force and effect from January 1, 2023, and shall terminate on December 31, 2025.

1 2 **ARTICLE XXIV - AMENDMENTS** This agreement may be amended by mutual consent of the parties. Such amendment shall 3 1. be made in writing; provided, however, the waiver of any breach of this agreement shall not constitute a precedent in the future enforcement of the provisions of this agreement. 5 2. If an article or section of this agreement or any addendums to it shall be held invalid by 6 7 operation of 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 8 of this agreement and addendums shall not be affected thereby, and the parties shall enter 9 into immediate collective bargaining negotiations for such article or section. 10 11 Signed at Sturtevant, Wisconsin, this 29 day of \_ VILLAGE OF STURTEVANT STURTEVANT PROFESSIONAL POLICE ASSOCIATION President nief of Police Attest: