

***AGREEMENT***

BETWEEN

***THE VILLAGE OF MENOMONEE FALLS***

AND

***THE MENOMONEE FALLS POLICE ASSOCIATION, INC.***

***LOCAL 313***

Effective January 1, 2023 – December 31, 2024

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## **AGREEMENT**

1       **THIS AGREEMENT** made and entered into by and between the **VILLAGE OF**  
2       **MENOMONEE FALLS**, Waukesha County, Wisconsin, a Municipal Corporation, hereinafter  
3       referred to as "Employer", and the **MENOMONEE FALLS POLICE ASSOCIATION, INC.**  
4       hereinafter referred to as "Association". For purposes of this agreement, the term 'employee' means  
5       all full-time police officers of the employer below the rank of sergeant.

## **WITNESSETH:**

8       **WHEREAS**, both parties are desirous of facilitating a peaceful adjustment of all grievances  
9       and disputes which may arise from time to time between the Employer and its employees for whom  
10      the Association acts as the bargaining agent, the parties hereto do hereby agree as follows:

## **ARTICLE I - RECOGNITION**

13      **Section 1.01:** The Employer hereby recognizes the Association as the exclusive bargaining  
14      agent for all full-time police officers of the Employer below the rank of Sergeant, for the purpose of  
15      bargaining collectively on all matters pertaining to wages, hours and conditions of employment.

## **ARTICLE II - FAIR SHARE/DUES DEDUCTION**

18      **Section 2.01 - Membership:** Membership in the Association is not compulsory. An  
19      employee may join the Association and maintain membership consistent with its constitution and by-  
20      laws. No employee will be denied membership because of race, color, religion, sex (including  
21      pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and  
22      genetic information (including family medical history). This Article is subject to the duty of the  
23      Wisconsin Employment Relations Commission to suspend the application of this Article wherever  
24      the Commission finds that the Association has denied an employee membership because of race,  
25      color, creed, or sexual orientation.

26      **Section 2.02:** The Association will represent all of the employees in the bargaining unit,  
27      members and non-members, fairly and equally and therefore all employees shall pay their  
28      proportionate share of the costs of the collective bargaining process and contract administration as

1 certified by the Association. The Association agrees that it will only certify such fair share amounts  
2 as authorized by law and shall, where required, provide an internal mechanism by which employees  
3 may challenge the fair share amount consistent with the law and, where appropriate, receive a refund  
4 of monies deducted under this Article.

5 **Section 2.03:** The Employer agrees that on every paycheck it will deduct from the earnings  
6 of all employees in the collective bargaining unit covered by this Agreement, the amount of money  
7 certified by the Association as being the fair share uniformly required of all employees. Changes in  
8 the amount of fair share to be deducted shall be certified by the Association thirty (30) days before  
9 the effective date of the change. Deductions shall be made bi-weekly (not to exceed twenty-six [26]  
10 deductions per calendar year) and the total of such deductions shall be paid to the Association. New  
11 employees shall be required to pay fair share on the first paycheck in the month following thirty (30)  
12 calendar days of employment.

13 **Section 2.04:** The Employer shall not be liable to the Association, employees, or any party  
14 by reason of the requirements of this Article for the remittance or payment of any sum other than that  
15 constituting actual fair share deductions from employees' wages earned.

16 **Section 2.05:** The Association shall provide employees who are not members of the  
17 Association with an internal mechanism within the Association which will allow those employees to  
18 challenge the Fair Share amount certified by the Association as the cost of representation and receive  
19 where appropriate a rebate of any monies determined to have been improperly collected by the  
20 Association. To the extent required by state or federal law, the Association will place in an interest  
21 bearing escrow account, any disputed Fair Share amounts until a determination has been made by an  
22 impartial umpire designated by the Wisconsin Employment Relations Commission.

23 **Section 2.06 - Dues Deduction:** The Employer agrees that, upon receipt of a written  
24 authorization from any employee, the Employer shall deduct for each such employee's paycheck, the  
25 regular monthly dues of the Menomonee Falls Police Association, Inc., and to remit the same to the  
26 Treasurer of Association within ten (10) days of said deduction.

27 The Association shall hold the Employer harmless from liability arising out of the collection  
28 of dues, and the Employer shall not be liable to the Association for dues not collected through good  
29 faith clerical error.



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2                   **ARTICLE III - NO STRIKE - NO LOCKOUT**

3           **Section 3.01:** The Association affirms that it does not assert the right to strike against the  
4 Employer, to assist or participate in any such strike, or to impose an obligation upon its members to  
5 conduct, assist, or to participate in such a strike. However, the Association shall not be held  
6 responsible for the independent actions of any Association members provided it exerts its best efforts  
7 to prevent such actions.

8           The Village agrees that there shall be no lockout of the employees covered by this  
9 Agreement.

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11                   **ARTICLE IV - PURPOSE OF AGREEMENT**

12           **Section 4.01:** The Employer and the Association agree that there shall be no discrimination  
13 by the Employer and/or the Association against any employee covered by this Agreement because of  
14 the employee's membership or activities in the Association or because of the employee's non-  
15 membership in the Association, nor will the Employer and/or the Association interfere with the right  
16 of such employees to become members of the Association or to refrain from becoming members of  
17 the Association.

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19                   **ARTICLE V - MANAGEMENT RESPONSIBILITIES**

20           **Section 5.01:** The normal functions of management and the direction of working forces  
21 including, but not limited to, the hiring of employees, suspending, discharging, or otherwise  
22 disciplining of employees, establishing reasonable rules and regulations, scheduling of work, the  
23 determination of methods and means of operation, and the control and regulation and use of all  
24 equipment are exclusive functions of the Village; provided, however, that in the exercise of such  
25 functions the Village shall observe the provisions of this Agreement and applicable State and local  
26 laws.

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## ARTICLE VI - HOURS

**Section 6.01:** The standard workday shall consist of an eight (8) hour shift. The standard workweek shall be forty (40) hours of work with days of rest (off days) assigned in accordance with a schedule approved by the Chief of Police.

**Section 6.02:** Only members of the Police Department who are required to report for duty at least fifteen (15) minutes prior to their scheduled eight-hour work period, for the purpose of receiving daily assignments and instructions, shall receive an additional eight (8) days off per year in lieu of pay for such fifteen (15) minute period. Such members shall therefore be entitled to one hundred and twelve (112) off days per year. This shall be accomplished by having a work cycle of 5 consecutive work days, followed by 2 consecutive off days, followed by 4 consecutive work days, followed by 2 consecutive off days, then repeating the cycle.

**Section 6.03:** Shift assignment shall not be made for disciplinary reasons. An employee shall be given reasonable notice when required to temporarily change a shift. "Reasonable Notice" shall be construed to mean at least seventy-two (72) hours' notice.

Temporary changes in shift assignments may be made for the following reasons: resignations, extended illnesses, extended injuries, extended training need (including in-service training), special assignments, promotions or emergencies.

**Section 6.04:** Whenever an employee of the department is prevented from the benefit of a rest period of at least eight consecutive hours between duty period for a reason which was work related, that employee shall be entitled to leave time for their next regularly scheduled duty period in one of the following categories: vacation leave, holiday leave, compensatory leave (overtime off), or a change in regular off day. Additionally, upon the mutual agreement of the employee and the employee's supervisor, the employee's starting time for the next regular duty period may be adjusted to provide for adequate rest period.

**Section 6.05:** An employee shall be allowed to switch a working day with another employee provided the Employer has approved the switch. The employee requesting the switch shall reduce it to writing and indicate the employee that he/she is switching with and the pay back day.

1        **Section 6.06:** Employees shall receive annually eight (8) hours paid time off to offset the  
2 hours worked per year on a pro-rated basis from a new employee's start date. The time off may be  
3 taken in four (4) or eight (8) hour increments. Such time off shall not be carried over to the next  
4 year, shall be granted at the discretion of the Chief of Police and shall not result in overtime to cover  
5 the absences.

## 6 7                                    **ARTICLE VII - OVERTIME**

8        **Section 7.01:** Any employee in the classifications included in this Agreement, who is  
9 required under proper departmental authorization to perform overtime work beyond or prior to the  
10 employee's normal eight (8) hour workday, shall be compensated at time and one-half (1-1/2) the  
11 employee's regular rate either in cash or in compensatory time off. The hourly pay used in the  
12 computation of such overtime shall be based upon 1.5 times the employee's hourly rate.

13        The Chief of Police, in administering this Section of this Agreement, shall have the authority  
14 to promulgate such rules and regulations as may be necessary.

15  
16        **Section 7.02 - Call Back Time:** An employee recalled shall receive a minimum of two (2)  
17 hours pay at time and one-half (1-1/2) the employee's regular salary. The officer shall receive an  
18 additional half hour of pay at the rate of time and one-half (1 -1/2) added to the total hours in order  
19 to compensate for preparation and travel time. This section does not apply towards preplanned early  
20 starts to an officer's regular tour of duty, provided the officer was notified at least twenty -four (24)  
21 hours or more prior to the start of his/her regular tour of duty. Employees recalled to begin work  
22 contiguous to the beginning of their scheduled tour of duty, will receive actual time worked plus  
23 thirty (30) minutes, not to exceed two (2) hour unless actual time worked exceeds two (2) hours.  
24 This time will also be compensated at time and one half (1- 1/2) the employee's regular salary.

25        **Section 7.03 - Court Time:** An employee appearing at a deposition pursuant to a subpoena  
26 or court proceeding or other proceedings or meeting for court or meeting with the District Attorney  
27 or Village Attorney upon request or order and provided that in all such instances the matter  
28 specifically relates to the employee's duties as a Menomonee Falls police officer and provided said  
29 officer is on his or her regular off-duty time, shall be paid a minimum of two (2) hours at time and

1 one-half (1-1/2) for all time necessarily spent for such appearances. (This clause shall not be  
2 applicable to employees on paid sick or disability leave.)

3 One (1) hour's pay at time and one-half (1-1/2) shall be paid to any employee who has their  
4 appearance before the court, district attorney or village attorney canceled less than twenty-four (24)  
5 hours before the scheduled meeting time; provided, however, that such appearance was not  
6 scheduled during the employee's regularly scheduled work hours.

7 **Section 7.04:** Any employee receiving minimum compensation provided under Sections  
8 7.02 or 7.03 above shall perform any other work related duties during that minimum time period  
9 when so ordered. No employee may claim overtime compensation for other duties performed during  
10 those minimum periods provided above for which overtime compensation is provided.

11 **Section 7.05:** No employee shall be eligible for overtime compensation while on authorized  
12 meal breaks unless the employee is subject to immediate recall to perform duties for the Village or is  
13 required for court testimony.

14 **Section 7.06 - Overtime Minimum:** Overtime is distinguished as being either scheduled or  
15 unscheduled. Scheduled overtime is that which is posted and scheduled at least forty-eight (48)  
16 hours in advance of the hours to be worked; unscheduled overtime is that which is not posted and  
17 scheduled forty-eight (48) hours in advance of the hours to be worked. These categories are further  
18 distinguished as being either voluntary or ordered overtime which would occur if there were no  
19 volunteers. Overtime for training or court are exempt from this provision.

20 A. Ordered scheduled overtime which is canceled with less than forty-eight (48) hours  
21 notice shall result in the employee receiving overtime pay for the originally scheduled  
22 overtime. In this instance, the employee may be required to perform job related  
23 duties during the originally scheduled overtime period. If mutually agreed to by the  
24 employee and authorized department representative, the employee will be excused  
25 from any work and will receive overtime pay for twenty-five percent (25%) of the  
26 originally scheduled overtime hours.

27 B. Voluntary scheduled overtime which is canceled with less than forty-eight (48) hours  
28 notice shall result in the employee receiving pay for twenty-five percent (25%) of the  
29 originally scheduled overtime hours.

1 C. There will be no payment for scheduled overtime canceled with more than forty-eight  
2 (48) hours notice.

3 **Section 7.07 - Compensatory Time Off Usage:** In the event that more than one employee  
4 requests the day off and the request is submitted on the same day, the most senior employee will  
5 have his or her request approved, otherwise the approvals will be on a first come first serve basis,  
6 provided they are filed in a timely manner.

## 7 8 **ARTICLE VIII - WAGES**

9 **Section 8.01:** The wage schedule of the employer with respect to the wages of the employees  
10 governed by this Agreement is attached as Schedule "A" and is part of this agreement.

11 **Section 8.02 - Lateral Entry Program:** The Lateral Entry Program will provide accelerated  
12 salary incentives for qualified candidates. Candidates may be credited with years of service for prior  
13 law enforcement years of service. At the discretion of the Chief of Police, experienced candidates  
14 can be placed at any step in Schedule A of this agreement.

15 **Section 8.03:** In the event an employee is assigned in excess of two (2) days to a position  
16 having a higher salary schedule, the employee will be entitled to be paid the minimum of the new  
17 schedule.

### 18 **Section 8.04 - Premium Pay:**

19 A. Certain positions in the police department require either special skills or involve  
20 additional responsibilities or both. These positions are listed on Schedule A with the  
21 amount of additional compensation for persons in these positions. It is agreed that  
22 premium pay is added to base pay for the purpose of calculating overtime or extra  
23 earnings.

24 B. Unless specifically stated otherwise, employees assigned to premium pay positions  
25 shall receive the compensation set forth in Schedule "A" as soon as they are  
26 appointed.

27 C. In the event a new position is established below the title of Sergeant or the nature of  
28 the duties of a position listed on Schedule "A" changes to a significant extent, the

Chief will confer with the Association prior to the establishment of a compensation rate for that position.

D. When vacancies occur in positions receiving premium pay, the Chief shall select the employee to be assigned to the vacant position after first posting the vacancy for at least ten (10) days. Posting shall include a statement of duties and responsibilities and the requirements of the position.

E. Nothing in this section shall prevent the Chief from making a temporary assignment to a premium pay position for the purpose of training or other temporary need.

F. Effective 1-1-2019, the FTO premium will be paid at the rate of Two Dollars (\$2.00) per hour for time worked as an FTO. The premium pay will be included in the officer's hourly rate for overtime purposes.

**Section 8.05 - Hourly Rate Calculation:** The hourly rate for the base pay shall be determined by dividing the annual salary by 2080 hours times 99.6%. The hourly rate for all other benefits which are paid in addition to the base pay including, but not limited to, overtime, payouts for compensatory time, vacations, holidays, and sick leave payout shall be determined by dividing the annual salary by 2080 hours.

#### **ARTICLE IX - PAY PERIOD**

**Section 9.01:** Employees shall be paid bi-weekly, every other Friday. If Friday is a legal holiday so designated by the Employer, then the payday shall be on the day preceding.

**Section 9.02:** All pay will be deposited electronically into an account at a financial institution designated by the employee.

#### **ARTICLE X – WORKER'S COMPENSATION**

**Section 10.01:** Full-time employees injured in the line of duty shall be compensated at full pay, not to exceed twelve (12) months, while disabled. Employees shall reimburse the Employer for any moneys received from worker's compensation.

**Section 10.02 - Light Duty:** Employees who have been injured on duty may be assigned to temporary light duty subject to the limitations resulting from the injury. Either the Village or the

1 employee may request a medical certification to clarify the nature of work which the employee is  
2 able to perform. Work assigned as light duty shall be work normally performed by police  
3 department personnel unless the employee agrees to work for Village departments other than the  
4 police department. This work may be performed at those times and in those places appropriate for  
5 the nature of the work, taking into consideration the shift preference of the employee. An employee  
6 on light duty shall not have any benefits or pay diminished in any way.

7 Light duty assignments shall not exceed one (1) year in duration and are intended for those  
8 situations where there is a medical likelihood of return to full duty within one (1) year.

## 9 10 **ARTICLE XI - HOLIDAYS**

11 **Section 11.01:** Eligible employees shall receive (11) days of pay per year in lieu of holidays.  
12 Employees shall accumulate one (1) paid holiday every thirty-three (33) consecutive days employed,  
13 provided the total number shall not exceed eleven (11) holidays in any calendar year. Employees  
14 shall have the option of taking all or part of the eleven (11) days in cash or as time off. By June 1 of  
15 each year, an employee shall stipulate to the Chief of Police whether he/she desires to take all or part  
16 of the holidays in time off or in pay for the following calendar year. Employees who elect to take off  
17 time must schedule it in accordance with Department orders. Employees who elect to take pay shall  
18 receive such pay in the first pay period in December.

## 19 20 **ARTICLE XII - VACATIONS**

21 **Section 12.01:** The vacation policy for the Police Department is to be on a work week basis  
22 as follows:

23  
24 Twelve (12) work days after one (1) year of continuous service;

25 Seventeen (17) work days after seven (7) years of continuous service;

26 Twenty-two (22) work days after fourteen (14) years of continuous service;

27 Twenty-seven (27) work days after twenty (20) years of continuous service.

28 Vacation allowance shall not be cumulative and must be taken between January 1 and  
29 December 31. Preference for vacation dates must be submitted to the Chief of Police prior to

1 February 15th of each year. It shall be the sole discretion of the Chief of Police to schedule all the  
2 vacations.

3 Vacation taken before full amount has been earned shall be considered time owed the Village  
4 until it is earned. Any member or employee who leaves the service of the Police Department will  
5 have the compensation for vacation time owed the Village deducted from the final payrolls. Any  
6 members or employee who leaves the service of the Village after the probationary period will be  
7 compensated for earned vacation time that has accumulated.

8 **Section 12.02:** Effective January 1, 2011, an officer with at least twenty (20) years of service  
9 with the Menomonee Falls Police Department will be allowed to cash out up to ten (10) days of  
10 vacation. By June 1<sup>st</sup> of each year, an eligible employee shall stipulate to the Chief of Police how  
11 many days of vacation (up to a maximum of ten (10) days he/she would like to cash out for the  
12 following calendar year.

13 **Section 12.03:** Candidates qualifying under Section 8.02 – Lateral Entry Program may be  
14 credited with prior years of service in law enforcement for determining vacation allowance.  
15 Maximum allowed days for seven (7) or more years of experience will be seventeen (17) days.  
16 There will be no increase in days for fourteen (14) years while covered under the Collective  
17 Bargaining Agreement. Vacation can be used after successful completion of Field Training.

### 18 19 **ARTICLE XIII - PAID SICK LEAVE**

20 **Section 13.01:** Sick leave shall be defined for the purpose of this Agreement as absence  
21 from duty by an employee because of illness, disability or exclusion from employment because of  
22 exposure to contagious disease of the employee.

23 Sick leave, with pay, may be permitted upon receipt of evidence satisfactory to the Chief of  
24 Police. Employees are entitled to sick leave with pay up to fifteen (15) days per year which shall be  
25 earned at the rate of one and one-quarter (1-1/4) days per month from date of appointment to  
26 department. Sick leave accumulation shall be unlimited. For new hires, sick leave is prorated on the  
27 following basis: persons whose start date falls between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of a month  
28 receive ten (10) hours the first month and for each month thereafter; persons whose start date falls  
29 between the sixteenth (16<sup>th</sup>) and the end of the month receive five (5) hours the first month and ten



1 (10) hours per month thereafter. Sick leave is credited at the first of the month following the month  
2 in which it is earned. Sick leave may not be used until it is earned.

3 An employee may use up to five (5) days of accumulated sick leave within a calendar  
4 year to provide short term care for the employee's spouse, child, parent, or other relative living in the  
5 same household as the employee.

6 **Section 13.02:** Each employee, upon retirement from the Police Department under the  
7 provisions of the Wisconsin Retirement System or in event of death while an active employee, shall  
8 be paid by the Employer for all unused sick leave then credited to him or her, not exceeding one-  
9 hundred and ten (110) days at the hourly wage rate being then paid to said employee, based upon an  
10 eight (8) hour workday. In addition, employees who retire after age fifty (50) but before their fifty-  
11 fifth (55) birthday shall receive an additional two (2) days of pay for each fifteen (15) days of unused  
12 sick leave beyond one hundred and ten (110) days. Fifty percent (50%) of this payment shall be  
13 made to the employee's healthcare trust account described in Article XXVI – Health Care Trust  
14 Account and the remaining fifty percent (50%) of payment made to the employee.

15 **Section 13.03:** An employee who has accumulated at least eighty-five (85) days of sick leave  
16 to the employee's credit, and does not use any sick time for a six (6) month period, shall have one (1)  
17 additional day of vacation added to the employee's vacation allowance, as set forth in Article XII, for  
18 each six (6) month period, with a maximum additional accumulation of two (2) days per calendar  
19 year. It shall be the employee's responsibility to notify the Human Resources office in writing  
20 within thirty (30) days of the completion of a six (6) month absence free period. Human Resources  
21 will verify the record, and, if warranted, add the additional day to the employee's vacation bank.  
22 Failure to notify the Human Resources Department in writing within thirty (30) days will result in  
23 forfeiture of the bonus vacation day.

24 **Section 13.04:** Employees may, at their discretion, donate accrued time to another employee  
25 of the department to be used for an illness or injury if the employee that is the recipient of the sick  
26 days has exhausted their accrued time.

27 **Section 13.05:** Candidates qualifying under Section 8.02 – Lateral Entry Program will be  
28 credited with thirty (30) days of paid sick leave immediately upon being hired. However, officers

1 who receive the credit, as a result of this provision, shall not accumulate additional sick leave until  
2 their third year of employment.

#### 3 **ARTICLE XIV - FUNERAL LEAVE**

##### 4 **Section 14.01 - Funeral Leave:**

5 When a death occurs in an employee's immediate family, the employee will be compensated  
6 for the time actually lost from the employee's regularly scheduled work. An employee will be  
7 granted up to a maximum of 5 work days off with pay beginning with the day after the death, or if  
8 requested by the employee, with the day of the death, and ending with the day after the funeral. Any  
9 time required in addition to the 5 paid work days allowed may be taken using any vacation allowance  
10 or may be taken unpaid at the discretion of the Village.

11 Immediate family member is defined as spouse, child, mother, father, brother, sister, father-  
12 in-law, mother-in-law, step-mother, step-father and step-child.

13 In the case of the death of any other family member, the employee shall be granted paid  
14 funeral leave of one scheduled working day on the day of the funeral, provided, however, employees  
15 working the late shift 11:00 p.m. to 7:00 a.m. shall be allowed to take off the shift immediately  
16 preceding the funeral.

17 The Village may request evidence of the death, the employee's relationship, and the  
18 employee's attendance at the funeral.

19 An employee using funeral leave must complete a funeral leave report available from the  
20 Human Resources Department. Time lost from work as a result of a funeral leave will be paid at the  
21 employee's regular straight time rate of pay.

#### 22 23 **ARTICLE XV - HOSPITALIZATION AND LIFE INSURANCE**

24 **Section 15.01:** The Employer will provide health insurance for employees. Employees will  
25 pay ten percent (10%) per month of the actual monthly premium costs of the insurance.

26 It is the employee's responsibility to notify the Department of Human Resources of any  
27 changes in the family status for insurance purposes, including changing from family to single  
28 coverage or vice versa, within thirty (30) days of the change.

1       **Section 15.02:** The Employer agrees to provide life insurance pursuant to the Wisconsin  
2 Retirement Life Insurance Program.

3       **Section 15.03:** The Village will provide a dental plan and pay the full premium. **Section**  
4 **15.04:** Any employee upon retirement may continue to participate in the employee Group Insurance  
5 Plan provided the retired employee pays their own premium.

6       For employees who, upon retirement, have accumulated sick leave days, said employees will  
7 be given the option of using up to one hundred and ten (110) days of said accumulated sick leave  
8 days for the payment of health insurance premiums (not including dental) until the value (as  
9 determined under Section 13.02) of the sick leave days accumulated have been exhausted.

10       **Section 15.05:** The employer shall provide an Internal Revenue Code, Section 125 Plan for  
11 employees to participate in. In addition, the Employer will provide a Health Savings Account for  
12 employees. Employees may make voluntary contributions to the Health Savings Account.

#### 13 14                               **ARTICLE XVI - CLOTHING ALLOWANCE**

15       **Section 16.01:** The Village shall provide each employee the appropriate uniform. Such  
16 uniform will include such items and equipment which the Chief of Police prescribes as necessary for  
17 the employee's assignment and as prescribed in Department Rules and Regulations.

18       Each uniformed employee shall be awarded an annual cash allowance of thirty-five dollars  
19 (\$35.00) per month for each month of service prior to January 1 of each year with a maximum  
20 payment of four hundred and twenty dollars (\$420.00) in any calendar year. Said allowance shall be  
21 used for the purpose of cleaning and minor maintenance of the uniform furnished. Allowance is  
22 payable on the first payday of February following the year of service.

23       **Section 16.02:** Each employee whose assigned duties do not require that he or she wear a  
24 uniform, shall receive an annual allowance of forty - seven dollars and fifty cents (\$47.50) per month  
25 for each month of service prior to January 1 of each year with a maximum payment of five hundred  
26 and seventy dollars (\$570.00) in any calendar year

27       **Section 16.03:** The allowance set forth in Sections 16.01 and 16.02 above includes an  
28 understanding that all employees will be required to provide their own flashlights.

1 **ARTICLE XVII - EDUCATION EXPENSE**

2 **Section 17.01:** In the event any employee elects to advance the employee's formal education  
3 by pursuing the course or courses of study at an accredited educational institution, the Employer will  
4 reimburse such employees for the cost of tuition and books up to a maximum of one hundred dollars  
5 (\$100.00) per credit upon the following conditions:

6 A. Such course or courses are related to the work of such employee and are approved in  
7 writing in advance, by the Chief of Police. The Chief of Police shall not approve any  
8 course not specifically related to police work except for courses which may be  
9 required for an Associate Degree, a Bachelor's degree or a Masters Degree in a  
10 related field, and;

11 B. Such employee successfully completes the course or courses with a grade "C" or  
12 better.

13 Such reimbursement is payable upon application of the employee at the successful  
14 completion of the course or courses. Members of the Police Department, upon receiving an  
15 Associate Degree in Police Science from an accredited institution, or upon the completion of at least  
16 sixty (60) credits from an accredited institution, shall receive a fifty (\$50) dollar per month increase  
17 in pay.

18  
19 **ARTICLE XVIII - RETIREMENT CONTRIBUTION**

20 **Section 18.01:** The Village agrees to contribute to the Wisconsin Retirement System  
21 ("WRS") the full amount of the employee contribution required by statute up to a maximum of seven  
22 percent (7%) of the employee's earnings. This section does not apply to employees hired after July  
23 1, 2011, whose WRS contributions are directed by statute.

24 **Section 18.02:** The Village will participate in the State of Wisconsin Deferred  
25 Compensation Program. Employees may make voluntary contributions to the Program.

26  
27 **ARTICLE XIX - GRIEVANCES**

1       **Section 19.01:** Any dispute relative to the interpretation or application of this Agreement  
2 which may arise between the Employer and employee or the Employer and the Association shall be  
3 handled as follows:

4       A.     The grievance process must be initiated within ten (10) working days of the incident  
5             or within ten (10) working days of the grievant being aware of the incident. Any  
6             grievance not reported or filed within the time limits set forth above shall be invalid.

7       B.     Any employee shall process the employee's grievance as outlined in this Article, and  
8             shall have the right to representation by the Association in conferences with the  
9             Village.

10       Step 1. The grievant shall present the grievance orally to the employee's immediate  
11             management supervisor. If the supervisor to whom the grievance is presented  
12             concludes that the nature of the grievance is beyond the employee's capacity to  
13             resolve, the grievance may be referred to another person who has authority to resolve  
14             the grievance. The supervisor who first received the grievance is responsible for  
15             informing the grievant of this referral. If the grievance is not resolved within ten (10)  
16             working days (Saturdays, Sundays and Holidays excluded) the grievant may process  
17             the grievance as outlined in Step 2.

18       Step 2. The grievance shall be presented in writing to the Chief of Police. Within ten  
19             (10) working days (Saturdays, Sundays and Holidays excluded) the Chief shall state  
20             his/her position in writing to the grievant. Within ten (10) working days (Saturdays,  
21             Sundays and Holidays excluded) after receipt of the Chief's statement, the grievant  
22             shall process the employee's grievance as outlined in Step 3 or the matter shall be  
23             considered resolved by all parties.

24       Step 3. In the event the parties are unable to settle a grievance in Step 2, the parties  
25             will attempt to select an arbitrator by mutual agreement. If the parties are unable to  
26             agree upon an arbitrator within ten (10) calendar days, the Association may request a  
27             panel of five (5) arbitrators employed by the WERC. The parties will select from the  
28             panel by striking the names of the arbitrators until only the name of one arbitrator

1 remains. Any decision issued by said Arbitrator within his/her jurisdiction, shall be  
2 final and binding on both parties.

3 Matters reserved to the jurisdiction of the Chief of Police and the Police and Fire  
4 Commission pursuant to Section 62.13 Wis. Statutes are excluded from the provisions of this article.

5 Working days referred to in this Article shall mean Monday through Friday, excluding  
6 Saturday, Sunday and holidays.

## 7 8 **ARTICLE XX - JURY DUTY**

9 **Section 20.01 - Jury Duty:** Employees shall be granted time off with full pay for reporting  
10 for jury duty or for jury duty service upon presentation of satisfactory evidence relating to this call to  
11 duty. Any employee engaged in jury duty shall be considered working the day shift and if the  
12 employee is excused from jury duty prior to 3:00 P.M., shall report for work for the remainder of the  
13 shift to qualify for full pay. Any compensation received for such jury duty exclusive of travel pay  
14 and meals, shall be turned over to the Employer. However, if the jury duty occurs on a regularly  
15 scheduled off day, all compensation shall remain with the employee.

## 16 17 **ARTICLE XXI - TIME OFF**

18 **Section 21.01:** Duly elected employees and/or delegates not exceeding two (2) from any  
19 work unit nor one (1) from any unit's regular tours of duty, shall be granted time off, without pay, to  
20 attend Association business. Such time off shall not exceed a total of twelve (12) working days per  
21 year. Request for this purpose shall be submitted in writing to the Chief of Police not less than five  
22 (5) days in advance of the first day's absence. In the event of emergency or unforeseen  
23 circumstances, the provisions of this Article may be waived or altered by mutual agreement between  
24 the Association and the Chief of Police.

25 **Section 21.02:** Association members, not to exceed two (2) on duty, may attend collective  
26 bargaining sessions without any loss in pay or benefits provided that the employees notify their  
27 supervisor and are subject to call during the negotiation process.

1 **ARTICLE XXII - SENIORITY**

2 **Section 22.01:** Seniority shall be determined by the employee's length of service in the  
3 Department. Time spent in the armed forces on military leaves of absence, and other authorized  
4 leaves not to exceed one year, and time lost because of duty-connected disabilities shall be included.

5 **Section 22.02:** An up-to-date seniority list showing the names, length of service date and  
6 departmental assignments shall be maintained for inspection by members.

7 **Section 22.03:** An employee shall forfeit their seniority rights only for the following reasons:

- 8 1. He or she resigns.  
9 2. He or she is dismissed and is not reinstated.  
10 3. He or she had been on laid-off status in excess of two (2) years.  
11 4. He or she retires on regular service retirement.

12 **Section 22.04:** Prior to December 1 of each year, regular assignments to shifts will be made  
13 based on seniority as defined in Section 20.01. The procedure used to select shifts on the basis of  
14 seniority shall be that deemed most efficient by the Chief of Police except that the procedure used  
15 include the advance posting of a table of staffing showing the likely allocation of personnel to shifts.

16 In the case of work units not required to work twenty-four (24) hours each day, seniority will  
17 be the determining factor in the assignment of working hours.

18 Exceptions to assigning hours of work by seniority may be authorized by the Chief of Police  
19 under the following circumstances:

- 20 1. During an employee's probationary period (including the first year assigned to  
21 specialized assignments).  
22 2. Temporary assignments made consistent with Section 6.03 of this agreement.  
23 3. Any other time when mutually agreed to by the Association Board and the Chief of  
24 Police.

25 It is expressly understood that this section does not create any right to change working hours  
26 during the year based on seniority except as set forth above.

27 **Section 22.05:** The Village agrees to continue its present practice of assigning vacations on  
28 the basis of seniority and employee's request in the various units of the department.

1        **Section 22.06:** In the event it becomes necessary to reduce the police force, the Village will  
2 follow the procedures outlined in Section 62.13(5)(m).  
3

#### 4                                **ARTICLE XXIII - MATERNITY LEAVE**

5        **Section 23.01:** Female employees who become pregnant are allowed to work only as safety  
6 and health permit. A statement from the employee's doctor indicating the approximate date of birth  
7 is required when pregnancy becomes known. The physician's approval should be provided from  
8 time to time as employment continues.

9                A maternity leave of absence will be granted for the period of time that the employee is  
10 unable to work. This means that the purpose of a maternity leave is to provide a leave of absence for  
11 the purpose of childbirth rather than child care and support after delivery. There is an expectation  
12 that the employee will return to work as soon as physically capable. A statement from the doctor is  
13 required within six (6) weeks following termination of pregnancy indicating when the employee will  
14 be physically able to return to work. A maternity leave is absence without pay except that an  
15 employee who is on maternity leave may substitute her accumulated sick leave, vacation days, or  
16 holidays to provide compensation while on maternity leave and shall designate to the Employer  
17 which days she wants to use.

18                While on maternity leave the employee will continue to accrue seniority and will not incur  
19 any loss of benefits. The Village may require a medical certificate evidencing that an employee is  
20 medically able to return to work.  
21



1                   **ARTICLE XXIV – EMPLOYEE’S RIGHT TO REPRESENTATION**  
2                                   **AND POLITICAL ACTIVITY**

3           **Section 24.01:** If an employee is under investigation or if subjected to interrogation within  
4 the department for any reason which could lead to disciplinary action, including demotion or  
5 dismissal, the interrogation shall comply with the following requirements. At the request of any  
6 employee, he or she may be represented by a representative from the Association, who, at the  
7 discretion of the employee, may be present at all times during the interrogation.

8           **Section 24.02:** No employee shall be prohibited from engaging in political activity when not  
9 on duty or not otherwise acting in an official capacity, or be denied the right to refrain from engaging  
10 in political activity.

11           **Section 24.03:** Whenever an employee who is covered under this agreement is disciplined,  
12 the discipline shall be reduced to writing and a copy shall be provided to the employee who is  
13 affected by the discipline with a copy to the Association President within twenty-four (24) hours of  
14 the disciplined employee being served with the employee’s copy of the discipline.

15  
16  
17                   **ARTICLE XXV - SELECTION PROCESS FOR**  
18                                   **SPECIALIZED ASSIGNMENTS**

19           **Section 25.01 - Positions Affected:** This procedure shall be utilized to fill the positions of:  
20 Detective; Identification Detective; Juvenile Officer; and Traffic Officer/Crash Investigator. The  
21 Chief of Police has the right to eliminate any of these positions, if at some point in time, an  
22 organization change is deemed to be in the best interest of the department. A juvenile officer shall  
23 be assigned to the position for a period of four years. At the end of the four year term, the position  
24 shall be filled as provided under this Article. In the event no other officer completes the process for  
25 filling the juvenile officer position, the incumbent can continue for another four year term. Juvenile  
26 Officer Jay Weber is grandfathered into that position until removal for disciplinary reasons, mutual  
27 agreement with the chief, or retirement.

1        **Section 25.02 - Selection Process:** Whenever a permanent vacancy occurs for a position  
2 listed in Section 25.01, and the Village decides to fill the vacancy, the vacancy shall be filled by the  
3 most qualified candidate selected by the Chief of Police utilizing the following procedure.

4        Step 1: The Village shall post the notice of the vacancy for a minimum of ten (10) working  
5 days prior to the commencement of the examination process of which one (1) posting will be on the  
6 Association bulletin board. The shift assignment shall be consistent with Section 20.04 of the  
7 Agreement. The duties and responsibilities of the position shall be posted and the working  
8 conditions for the position shall be governed by the collective bargaining agreement between the  
9 Village and the Menomonee Falls Police Association (MFPA). To be eligible for the examination  
10 process, each employee must have completed a minimum of four (4) years of continuous service  
11 from the last date of hire as a police officer with MFPD. The posting shall identify a date by which  
12 all interested parties must file a written declaration of their intent to apply for the appointment.

13        Step 2: All interested candidates shall submit a written report declaring their interest and  
14 stating their qualifications by a deadline established in the posting procedure. The candidate must be  
15 agreeable to have their performance evaluations from the last two (2) years (24 months from the date  
16 of the oral interview) provided to the five (5) members of the interviewing panel.

17        Step 3: Candidates participating in the selection process for specialized assignments will be  
18 notified in writing by the supervisor coordinating the selection interview process no less than five (5)  
19 days prior to the date of the interview. Candidates who are on vacation or other authorized leave will  
20 be responsible for notifying the supervisor coordinating the interview process. Once notified, the  
21 supervisor will be responsible for making contact with the candidate to advise him of the interview  
22 process not less than five (5) days in advance of the scheduled interview.

23        Step 4: All candidates shall be evaluated and scored by a panel of interviewers consisting of  
24 five (5) persons. The panel shall be comprised of one (1) command officer (captain/lieutenant); three  
25 (3) sergeants, one sergeant from each shift or two (2) sergeants from patrol shifts and one sergeant  
26 from a specialized unit; and one (1) member of the MFPA Board of Directors who is not a candidate  
27 for the position, provided however, the make-up of this panel may be altered as set forth above by  
28 the mutual agreement of the Chief of Police and the Association Board of Directors. All time spent  
29 on the panel by Association members shall be considered duty time. The candidates shall present

1 themselves to the panel with the most senior candidate going first. The panel members shall allow  
2 the same prescribed period of time for each candidate. A series of questions shall be developed  
3 regarding the attached Appendix and each candidate shall be asked the same questions. After each  
4 candidate has presented their views to the panel, the panel shall immediately grade the candidate  
5 without discussing or revealing the grade with other panel members and the work sheet shall be  
6 placed aside. Once the panel has scored a candidate, they shall not be reviewed or looked at until all  
7 of the candidates have had an opportunity to be presented to the interview panel.

8 Step 5: Immediately after the interviewing process has taken place, the panel shall score the  
9 evaluation sheets totaling the scores of the five (5) interviewing panelists. After all score sheets have  
10 been tabulated, the candidates shall be ranked and the list shall be given to the Chief of Police and  
11 the Association President. The Chief of Police shall fill the position from the top two (2) candidates.

12 If there is a tie, the most senior employee (s) shall have their name(s) given to the Chief of Police.  
13 The Chief of Police shall then select one of the two (2) top candidates to be appointed to the position.

14 If the Chief of Police does not select the employee with the highest score, the Chief of Police shall,  
15 upon request, provide verbal and written reasons why the number one person was not selected. The  
16 written rationale shall identify areas of concern to the Chief of Police and recommendations for  
17 improvement. After the candidate has been selected, the remaining names on the list shall remain in  
18 effect for any vacancies for the position originally tested for that may occur for the next twelve (12)  
19 months from the date the interview took place. If the eligibility list does not contain at least two  
20 names, the Chief of Police will have the option to have a new exam conducted in less than twelve  
21 (12) months.

22 Step 6: The newly appointed employee shall within the first ninety (90) days of the  
23 appointment have the option of returning to the employee's previous position without any loss of pay  
24 or benefits. Employees who go beyond the ninety (90) day period may elect to return to their  
25 previous position with the mutual agreement of the Chief of Police or may be removed from the  
26 position at any time for cause. Cause is defined as the employee being the subject of a properly  
27 documented disciplinary problem, or properly documented history of poor performance. Removal  
28 from assignments covered under this section of the agreement for properly documented history of  
29 poor performance reasons shall be subject to arbitration through the Wisconsin Employment

Relations Commission. Removal for disciplinary reasons will be subject to the normal statutory process as provided in Wisconsin State Statutes 62.13.

Step 7: The promotional evaluation questionnaire shall consist of questions that will be graded from zero to four with four being the highest mark. The subject areas will be as follows:

1. Demonstrated leadership abilities
2. General investigative skills/abilities
3. Knowledge of department policy/procedures
4. Communication skills; oral/written
5. Utilization of common sense and judgment
6. Community Relations (Evaluations\*)
7. Dependability
8. Instructor experience
9. Interaction with other employees
10. Work Quality (Evaluation\*)
11. Initiative (Evaluation\*/Collateral Duties)
12. Supervisory comments regarding the candidate (Evaluation\*)
13. Attitude and cooperation
14. Interview Impressions/Answers to Questions
15. General appearance and demeanor
16. Education. Score the following points for education background.
  - 0-30 college credits = 1 point
  - 31-60 college credits = 2 points
  - 61-90 college credits = 3 points
  - 91-120 college credits = 4 points
  - Bachelor's degree in criminal justice = 5 points
17. Years on Menomonee Falls Police Department and overall full time Law Enforcement Officer (LEO) experience
  - MFPD Time
  - 2-5 years = .1

1 6-10 years = .2

2 11+ years = .3

3 Overall LEO experience

4 2-5 years = .4

5 6-10 years = .8

6 11+ years = 1.2

7 Special Qualifications: Related experience or training that would assist the  
8 candidate in being suited for the position to be filled

9 \*Evaluations that are to be utilized in the above shall not go back more than two years and  
10 shall be made available to all of the members of the panel one day prior to the oral interview.

11 **Section 25.03 - Crash Investigator:** An employee who has been assigned to the Patrol  
12 Support Unit, and who has received the following training will be classified as a Crash Investigator  
13 upon completion of the required training:

14 -Three (3) day in-house Field Technician course, with particular emphasis on photography,  
15 video taping, measurements, and evidence collection.

16 -Technical Crash Investigation Course One

17 -Technical Crash Investigation Course Two

18 Technical crash investigation courses occur infrequently, but every possible effort will be  
19 made to have employees assigned to the Patrol Support Unit, attend these courses at the earliest  
20 opportunity. It is anticipated that an employee will complete the necessary training listed above,  
21 within two (2) years.

22 Employees who have successfully completed the above training will receive premium pay per  
23 Schedule A of the Labor Agreement, beginning with the first full pay period following completion of  
24 the training.

25  
26  
27 **ARTICLE XXVI – HEALTH CARE TRUST ACCOUNT FOR RETIREES**

28 **Section 26.01 - Trust:** The Employer and the Association created the Menomonee Falls  
29 Police Association Inc. Retiree Health Trust (Trust). The Trust will be used to provide benefits for

1 eligible employees, provided such employees meet the eligibility requirements under this agreement.

2 The Association shall appoint Trustee(s) to govern the Trust and work with the designated  
3 administrator of the Trust to provide benefits to the eligible retirees.

4 It is the intent of the parties that the Trust will qualify for preferential tax treatment under the  
5 Internal Revenue Code Section 501(c)(9). In the event the Internal Revenue Service (IRS)  
6 determines that the trust is not tax exempt pursuant to Section 501(c)(9), the Employer and the  
7 Association shall seek to restructure the Trust to satisfy the IRS concerns, if that can be done,  
8 without materially altering either parties' rights and obligations. If the Trust cannot be restructured  
9 to achieve tax exempt status, or the parties cannot agree on such restructuring, the Trustee(s) shall  
10 refund the contributions made to the Trust to the eligible employees.

11 **Section 26.02 - Contributions:** The Employee contributions shall be forwarded bi-weekly  
12 by the Employer to the Trust. The payments shall be made based upon the following:

- 13 a. The employee contributions shall be forwarded to the Trust accounts of employees  
14 who are not on unpaid leave status each payroll.
- 15 b. The hourly rate to be used shall be calculated by taking the annual base salary of the  
16 top patrol officer in effect on January 1<sup>st</sup> of each year and divided by 2080 hours.
- 17 c. The hourly rate of the top patrol officer shall be multiplied by four-tenths (.4) of one  
18 percent (1.0%).
- 19 d. This amount shall then be multiplied by the number of base hours paid each payroll.
- 20 e. The individual amounts and list of the participants determined in Section 26.02(a)  
21 shall be forwarded to the Trust administrator.
- 22 f. Effective January 1, 2023, the Village will contribute one hundred dollars (\$100.00)  
23 per Association member annually to the Association member's VEBA account.  
24 This contribution shall be made annually during the second pay period of January.  
25 This contribution is in addition to the Villages current obligations under Section  
26 26.02(a) -26.02(e).

27 **Section 26.03 - Administration of the Trust:** It is understood by the parties that the  
28 administration of the trust, including, but not limited to, establishing eligibility criteria, distribution  
29 of monies from the trust, investments of the trust's assets and any paperwork required to be filed

1 with the IRS shall be the sole responsibility of the Association, through its Trustee(s) as set forth in  
2 this collective bargaining agreement and the By-Laws of the Association.

3 **Section 26.04 - Annual Report:** Prior to January 1<sup>st</sup> of each year, the Trustee(s) or the Trust  
4 Administrator shall provide a printout to the Association and Employer identifying the total amount  
5 of money available in the trust as of December 1<sup>st</sup>, the amount of interest earned, the amount of the  
6 contributions into the Fund, the amount of the benefit to be paid to retirees during the ensuing year  
7 and such other information as is reasonably necessary for the Association and the Employer to  
8 determine their rights and responsibilities under the Trust.

9 **Section 26.05 - Liability of Employer:** The Employer shall not be responsible for the acts of  
10 the Trustee(s) or for the debts, liabilities, obligations, investments or insufficiency of the Trust. The  
11 employer shall have no liability to the Trust, Trustee, Administrator, Association, Participant,  
12 Beneficiary, or any other person other than participating as a party to the Trust.

13 **Section 26.06 – Employer’s Sole Obligation:** The Employer’s sole obligation with respect  
14 to the Menomonee Falls Police Association, Inc. Retiree Health Trust is to forward the contributions  
15 to the Trust account, as set forth in Section 26.02 - Contributions.

16 **Section 26.07 - Calculation of Benefits:** The monthly benefit amount paid to eligible  
17 retirees shall be calculated by and the sole responsibility of the Trustee(s) of the Trust.

18 **Section 26.08 - Documents:** Copies of the Trust and Plan are available from the Trustee(s)  
19 of the Trust and the Trust Document and Plan Document are incorporated into this Agreement as if  
20 fully set forth herein.

21 **Section 26.09 - Participants:** All existing employees and any newly hired employees, after  
22 October 1, 2002, shall automatically be participants of the Trust.

## 24 **ARTICLE XXVII – CANINE OFFICER**

25  
26 **Section 27.01 – Collateral Duty:** The collateral duty assignment of Canine Officer is  
27 recognized by this Agreement. This assignment may be eliminated at any time at the discretion of the  
28 Chief of Police. The selection of and the continued service of a Canine Officer is at the discretion of  
29 the Chief of Police. Canine Officers agree to serve in his/her assignment for the duration of the  
30 service life of the canine assigned.

1  
2 **Section 27.02 – Duties and Responsibilities:** Canine Officers will provide daily care,  
3 grooming, and exercise of his/her canine. Furthermore, Canine Officers must agree to house/kennel  
4 the canine at the Officer's residence. Housing and kenneling is subject to periodic inspection by the  
5 Department. Canine Officers shall be responsible for costs associated with change of residence, i.e.  
6 kennel/dog house relocation.

7  
8 **Section 27.03 - Scheduling:** Canine Officer's hours/shifts and regular off day schedule will  
9 be created and assigned by the Chief of Police on an annual basis and are not subject to seniority or  
10 any selection process. Canine Officer's hours/shifts and regular off days may be modified by the  
11 employer provided the Canine Officer has a seven day (168 hours) notice without any further  
12 compensation. Unless mutually agreed to between the canine officer and the employer, modification  
13 to the canine officer's hours/shifts and regular off days with less than a seven day (168 hour) notice  
14 will result in overtime payment for hours worked outside the regular schedule. Modification to the  
15 Canine Officer's hours/shifts and regular off days shall not be made for the purpose of supplanting  
16 patrol staffing needs.

17  
18 **Section 27.04 – Miscellaneous:**

- 19  
20 A. Canine Officer will be furnished with a police vehicle for commuting to/from work.  
21 No personal use of the vehicle is authorized. He/she will also be furnished with a  
22 department cell phone and/or pager which will be carried both on and off duty.  
23  
24 B. Canine Officer will receive an additional forty hours of paid time off, in the same  
25 manner described in Section 6.06 of this Agreement and be allowed to shorten his/her  
26 patrol duty shift length by 30 minutes in order to compensate for daily (both work  
27 and non-work days)/routine care, feeding and grooming of the canine.  
28  
29 C. A Canine Officer who works beyond his/her shift shall be compensated with  
30 overtime/compensatory for work done beyond the length of this shortened shift. All  
31 leave time (vacation, holiday, Paid Time Off, (PTO), sick, etc.) shall be used in eight



1 hour blocks (for full days) with no regard to the officer's assignment as a Canine  
2 Officer.

3  
4 D. Section 7.02 - Call Back Time will not apply to a Canine Officer. When the Canine  
5 Officer is called to duty outside of his/her shift, overtime compensation shall begin  
6 when the officer is en route to the scene/department and end when the officer arrives  
7 home or the start of his/her regular tour of duty.

8  
9 E. At the request of the Canine Officer, the Department will provide for kenneling of the  
10 canine during vacation leave.

11  
12 F. Veterinarian visits will be done on duty time with no overtime authorized.

13  
14 G. Canine Officers are not prohibited from participating in the sergeant promotional  
15 process.

16  
17 **ARTICLE XXVIII – WEEKEND ON-CALL DETECTIVES**

18 **Section 28.01:** Weekend on-call responsibilities shall rotate among the Detectives,  
19 excluding the Identification Detective and the Metro Drug Unit Detective. The on-call period shall  
20 be from 10:30 p.m. on Friday and run until 7:30 a.m. on Monday. In the event a holiday falls on  
21 Friday the on-call period commences at 10:30 p.m. on Thursday. In the event a holiday falls on  
22 Monday the on-call period ends at 7:30 a.m. on Tuesday. The on-call detective shall be allowed to  
23 take home a Department vehicle when on-call. On-call detectives, identified above, may trade on  
24 call weekends. When on call a detective must ordinarily report to the scene or the Department as  
25 directed by the Supervisor within one (1) hour of the call. If a detective cannot report to work  
26 within one (1) hour due to existing circumstances, he/she shall contact the supervisor as soon as  
27 possible with an estimated arrival time and an explanation of why he/she will be late. If called  
28 into work while on call, the detective shall receive an additional thirty (30) minutes of overtime

1 compensation for travel time. A detective will receive one hundred twenty five dollars (\$125.00)  
2 per weekend when he/she is on call.

3  
4 **ARTICLE XXIX - SAVINGS CLAUSE**

5 **Section 29.01:** If any Article or Section of this Agreement or any addendum should be held  
6 invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or  
7 enforcement of any article or section shall be restrained by such tribunal, the remainder of the  
8 Agreement and addendum shall not be affected, and the parties shall enter into immediate collective  
9 bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such  
10 Article or Section.

11  
12 **ARTICLE XXX - DURATION**


13 **Section 30.01:** This Agreement shall become effective on January 1, 2023 and  
14 this Agreement shall terminate at the close of business through the 31st day of December, 2024.  
15 In the event the Agreement is not reached for renewal of the contract by that date, the existing  
16 terms and conditions shall continue to apply until a new Agreement is executed. Conferences and  
17 negotiations shall be carried on between the Employer and the Association during the last year of  
18 the contract as follows: Either party wishing to amend the Agreement shall notify the other  
19 party no later than **September 1st**. Thereafter the parties shall mutually agree to a date to  
20 exchange proposals and commence bargaining.

1 Dated this 16<sup>th</sup> day of January, 2023  
2

3 **VILLAGE OF MENOMONEE FALLS**

**MENOMONEE FALLS POLICE  
ASSOCIATION INC. LOCAL 313**

6  
7 By:   
8 Village President

By:   
President

9  
10 By:   
11 Village Manager

By:   
Vice-President

12  
13 By:   
14 Chief of Police

By:   
Bargaining Unit Member

### **SCHEDULE A**

<b>Police Officer</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>
01-01-2023 (3.0%)	\$35.20	\$39.21	\$40.40	\$42.57
03-01-2024 (3%)	\$36.25	\$40.39	\$41.61	\$43.85
12-01-2024 (2%)	\$36.98	\$41.20	\$42.44	\$44.73

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Figures at 3 decimal point calculation

### **PREMIUM PAY POSITIONS**

<b>Position Title</b>	<b>2023</b>	<b>2024</b>
Detective	\$185/month	\$185/month
Identification Detective	\$185/month	\$185/month
Juvenile Officer	\$140/month	\$140/month
Crash Investigator	\$140/month	\$140/month
Field Evidence Technician	\$75/month	\$75/month

The FTO premium will be paid at the rate of Two Dollars (\$2.00) per hour for time worked as an FTO.

A detective will receive one hundred twenty-five dollars (\$125.00) per weekend when he/she is on call.

Premium pay is received immediately upon assignment. Premium pay shall cease when the officer is no longer assigned that function.