RESOLUTION NO. 2022-111

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CALEDONIA PROFESSIONAL POLICEMEN'S ASSOCIATION LOCAL No. 403, FOR 2021-2022

WHEREAS, the Village of Caledonia has reached a tentative agreement with the Caledonia Professional Policemen's Association Local 403; and

WHEREAS, there is a need to ratify said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the tentative agreement with the Caledonia Professional Policemen's Association Local 403 for 2021-2022 as set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts or other documents necessary to implement this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of November, 2022.

VILLAGE OF CALEDONIA

By: Fee Wisham

Lee Wishau, Acting Village President

Attest.

Joslyn Hoeffert, Village

AGREEMENT

BETWEEN THE

VILLAGE OF CALEDONIA

AND

THE CALEDONIA PROFESSIONAL

POLICEMEN'S ASSOCIATION

LOCAL NO. 403

2021-2022

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VILLAGE OF CALEDONIA

POLICE DEPARTMENT AGREEMENT

This agreement is made and entered into by and between the Village of Caledonia as a municipal corporation and as a municipal employer hereinafter referred to as the "Village" and the Village of Caledonia Professional Policemen's Association, as representative of sworn employees within the bargaining unit, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

Section 1.01: The Village recognizes the Caledonia Professional Policemen's Association as the bargaining agent for the employees in the bargaining unit for the purpose of engaging in negotiations to establish wages, hours, conditions of employment and other benefits.

ARTICLE II - BARGAINING UNIT

Section 2.01: The bargaining unit is defined as all regular full-time law enforcement officers with powers of arrest in the Village of Caledonia (Police Department) excluding sergeants rank and above, civilian employees, confidential, supervisory, and managerial employees.

ARTICLE III- DURATION

Section 3.01: This agreement shall become effective January 1,2021 and shall remain in full force and effect until and including December 31,2022. In the event the parties do not reach a written successor agreement to this agreement by the expiration date, the provisions of the agreement shall remain in full force and effect during the pendency of negotiations and until a successor agreement is executed. Either party wishing to open negotiations for a successor agreement shall notify the other party in writing prior to September 1st in the last year of the agreement. Thereafter the parties

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shall establish a date to mutually exchange proposals.

ARTICLE IV- NON-DISCRIMINATION

<u>Section 4.01</u>: All references to employees in the male or female gender shall be interchangeable where applicable.

ARTICLE V - MANAGEMENT RIGHTS

<u>Section 5.01</u>: The Village alone possesses the right to operate Village government and to manage all departments of the Village. All management rights repose in the Village itself, except as to such rights as are specifically modified by the provisions of this agreement. These management rights include, but are not limited to, the following:

- a. To direct all operations of the department.
- b. To determine the kinds and number of services to be performed.
- c. To introduce and/or to change the methods or facilities.
- d. To maintain efficiency of operation by determining the methods, means and personnel by which such operations are conducted.
- To determine the number of positions in the department and the classifications thereof.
- f. To establish reasonable work rules under which the department shall operate.
- g. To establish reasonable schedules of work.
- h. To hire, promote, assign and transfer employees.
- To demote, suspend, discharge or take other disciplinary action for just cause, for non-probationary employees.
- j. To lay off employees because of lack of work or funds.
- k. To contract for goods and services. The Village may consolidate, merge or combine its services with a new or existing law enforcement services provider. For those Local 403 nonprobationary employees employed by this other provider as a result of the

consolidation, merger or combining of such services, the Village shall pay the difference of the employee's base wage between the Village and the provider for the hours worked with the provider, if the base wage is less with the provider than was in effect at that time the employment with the Village ends, for a period of up to twenty four (24) months or until the employee is no longer employed by the new provider, whichever occurs first.

- 1. To take whatever action is necessary to comply with State or Federal law.
- m. The powers, rights and/or authority of the Village hereunder shall not be exercised in a fashion so as to evade any provisions of the Wisconsin Statutes or this Agreement to the contrary.

ARTICLE VI - RESIDENCY

<u>Section 6.01</u>: The availability of police department personnel affects the safety and well-being of Village citizens and property. Therefore, it is agreed that all personnel of the Caledonia Police Department shall maintain legal, primary and practical residency within the following area:

A thirty (30) mile radius from Fire Station #10, but not to include the area outside of the State of Wisconsin.

ARTICLE VII - PROBATION

Section 7.01: A new employee in the police department shall be on probation until he or she has accumulated eighteen (18) months of service. Upon recommendation of the Chief of Police the Fire and Police Commission may shorten this probation period for a specific employee because of exceptional ability and/or experience. For an employee who needs to attend the Academy or who is not certified, the probationary period shall be extended to include the full period of time the officer is not certified, serving in the Academy, and prior to completion of certification so that the officer serves a full eighteen month probationary period following the completion of certification.

During such time prior to completion of certification, the Chief of Police shall set the

hours of work for the employee, and said hours worked shall only be eligible for overtime if they exceed 171 hours worked in a 28 day work period and the employee may not be eligible to use any leave under this Agreement prior to completion of certification.

<u>Section 7.02</u>: Upon being accepted as a regular employee, an employee's seniority shall be retroactive to the employee's entry in the department.

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ARTICLE VIII - SENIORITY

Section 8.01 - Definition:

A. <u>Departmental Seniority</u>: Departmental seniority shall be defined as the length of consecutive service as a member of the Police Department (both as a civilian and a sworn officer). Departmental seniority would be used to determine the number of sick days accrued, number of vacation days that the employee is entitled to, and the longevity benefits that the employee is entitled to.

Vacation selection seniority (i.e., the amount of time spent in the bargaining unit from the date of appointment as a police officer) shall be used to determine the choice of vacation.

B. <u>Classification Seniority</u>: Classification seniority is defined as the length of time spent in a rank covered under the Collective Bargaining Agreement, i.e., <u>police</u> officer or Detective. Classification seniority shall be used to determine shift selection.

C. <u>Vacation Selection Seniority</u>: Vacation selection seniority shall be determined by all time spent within the bargaining unit regardless of rank.

<u>Section 8.02</u>: The right to select vacation during the annual vacation picks shall be determined by vacation selection seniority only within the shift assignment of the officer and consistent with the staffing requirements of the department, as determined by the Police Chief.

<u>Section 8.03</u>: Where practical and consistent with the requirements of the department, as determined by the Police Chief, employees with greater classification

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seniority within the employee's rank shall, upon written request, have preference filling vacancies on the various shifts within that classification.

Section 8.04: An annual opportunity shall be given to employees to change their shift assignments. Employees with greater classification seniority in their position shall have preference in selecting shift assignments. If any such shift changes are not consistent with the requirements of the Police Department, as determined by the Chief of Police, the Chief of Police may overrule said change or changes. Shift assignments of probationary employees shall be determined by the Chief of Police. Shift assignment preference sheets shall be circulated among the employees in September, and the Chief of Police shall render his or her decision on shift assignments on or before November 30, to take effect on the following January 1.

<u>Section 8.05</u>: An employee shall lose all seniority rights for any of the following reasons:

- a. Voluntary resignation or quitting.
- b. Discharge for just cause.
- c. Being on lay off two (2) entire calendar years.
- d. Refusal or failure to respond for work after lay off within five (5) days of notification by registered letter. For unusual individual circumstances, the personnel committee may grant a short extension of time.
- Unapproved absence from work for three (3) or more consecutive work days.
- f. Retirement.

Section 8.06: Upon involuntary layoff of employment with the Village, an employee shall receive one-half (1/2) of the employee's regular wages, based upon a regular daily work period, for a period of four (4) weeks, then three-fourths (3/4) of the Deleted: his employee's pay for the next four (4) weeks following termination of the employee's Deleted: his

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employment with the Village or until such time as the employee shall otherwise find employment, whichever shall be the shorter. Wisconsin Employment Standards relating to unemployment compensation will apply, and the Village shall be credited with any sums it is required to pay such employee under the Wisconsin Unemployment Compensation Law.

ARTICLE IX - DISCIPLINE

<u>Section 9.01</u>: The right to dismiss or discipline is hereby acknowledged, but any non-probationary employee may be dismissed or disciplined only for just cause.

<u>Section 9.02</u>: An employee who is dismissed or discharged for just cause shall be paid for all accrued vacation rights and accrued comp time.

<u>Section 9.03</u>: An employee who is dismissed or discharged for just cause shall forfeit all sick leave credits.

ARTICLE X - HOURS OF WORK

Section 10.01: The normal work day shall consist of eight (8) hours.

Section 10.02: The normal work week for officers covered by this Agreement shall be alternately five (5) work days of eight (8) hours and two (2) off days, and then five (5) work days of eight (8) hours and three (3) days off, according to the work schedules to be put into effect in the Caledonia Police Department.

For Detectives and other specialty positions (for example, DARE, Metro Drug, Crime Prevention) the Chief may establish a Monday through Friday schedule. Such positions will receive the twelve paid holidays per year scheduled as off time, with no additional time off to compensate for the difference in hours from the 5/2 - 5/3 schedule. Such specialty positions created after January 1, 1996 will be posted for bidding by qualified employees.

<u>Section 10.03</u>: The normal pay week shall start at the beginning of the first shift on Sunday and shall end at the completion of the last shift on Saturday.

Section 10.04: It shall be the responsibility of the Chief of Police to establish and maintain a schedule in accord with the normal work week described in Section 10.02. Unworked paid time shall include paid holidays, sick time, vacation time, funeral time, paid days off, and compensation time, if any. If an Officer has his/her chosen shift assignment changed, he/she shall be paid \$1.00 per hour for each hour of the changed shift. This premium payment will not apply to any shift that is worked as overtime and will not apply to any shift change that is scheduled to be in effect for more than one month. Detectives will not be eligible for the premium for a changed shift. This provision shall not limit movement of officers needed to cover compensatory time off and vacation time.

Section 10.05: Paid time is rounded to the nearest 1/4 of an hour.

<u>Section 10.06</u>: Any reduction of the daily or weekly work periods must be renegotiated.

<u>Section 10.07</u>: An individual member of the Police Association may be allowed to exchange days off with a fellow member of the Police Association who is qualified to perform the job assignment of the member of the Police Association seeking to exchange days off, provided that both members of the Police Association obtain the consent of the Chief of Police prior to the date of the exchange.

ARTICLE XI - WAGES

<u>Section 11.01</u>: The salaries for employees covered by this Agreement shall be as set forth below:

**The agreed upon percentage wage adjustments below occur during the first full pay period beginning on or after the identified adjustment date:

POLICE OFFICER	1/1/2021 (1.0%)	7/1/2021 (1.0%)	1/1/2022 (1.0%)	7/1/2022 (1.0%)
Academy rate	23.14	23.37	23.60	23.84
Recruit	N/A	N/A	N/A	N/A
Certified Law Enforcement Officer Probation rate	30.85	<u>31.16</u>	<u>31.47</u>	31.78
Police Officer III: After One Year rate	<u>N/A</u>	N/A	N/A	<u>N/A</u>
Completion of Probation rate	33.92	34.26	34.60	34.95
Police Officer II: After Two Years rate	34.56	34.91	35.26	35.61
Police Officer I: After Three Years rate	35.35	35.70	36.06	36.42
Detective rate	37.73	38.11	38.49	38.87

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(3.0%) (3.0%) (2.0%) (2.0%) (2.0%)¶
POLICE OFFICER:¶
Academy rate: --N/A-- \$21.59 \$22.02 \$22.46 \$22.91¶
Recruit \$27.94 --N/A-- --N/A-- --N/A-- --N/A-¶
Certified Law Enforcement ¶
Officer Probation rate: --N/A-- \$28.78 \$29.35 \$29.94 \$30.54¶
¶
Police Officer III "After one year" rate \$30.72 --N/A-- --N/A-- --N/A-- --N/A-- \$31.64 \$32.27 \$32.92 \$33.58¶
¶
Police Officer III. After Two Years rate: \$31.31 \$32.25 \$32.89 \$33.55 \$34.22¶
¶
Police Officer II. After Two Years rate: \$31.31 \$32.25 \$32.89 \$33.55 \$34.22¶
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Police Officer II. After Three Years rate: \$33.20 \$32.98 \$33.64 \$34.31 \$35.00¶
¶
Police Officer II. After Three Years rate: \$32.02 \$32.98 \$33.64 \$34.31 \$35.00¶
¶
Detective rate: \$34.18 \$35.21 \$35.91 \$36.63 \$37.36

Section 11.02: Shift Commander will fulfill the Shift Commander duties

completely. When the senior police officer of a shift is required to act as Shift

Commander because of the absence or unavailability of a Shift Commander or his or her

replacement, the police officer shall be compensated as follows:

**The agreed upon percentage wage adjustments below occur during the first full pay period beginning on or after the identified adjustment date;

1/1/2021	7/1/2021	1/1/2022	7/1/2022
(1.0%)	(1.0%)	(1.0%)	(1.0%)
37.26	<u>37.63</u>	38.01	38.39

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Section 11.03: Wages shall be paid in bi-weekly pay periods assigned by the

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Section 11.04: To allow for proper computation, paychecks shall not include the

calendar week prior to payday.

Section 11.05: Lateral Hiring. The Village may hire external certified experienced applicants and set initial compensation and vacation accrual at a higher step than the lowest rate, as determined in the discretion of the Village Administrator, but such amounts shall not exceed the applicant's actual prior years of full-time law enforcement service or the existing schedule in the applicable current collective bargaining agreement. The Village shall determine the amount of vacation due the applicant. The lateral hire's start date with the Village as a sworn law enforcement officer shall be used for determining bargaining unit seniority.

ARTICLE XII - OVERTIME

<u>Section 12.01</u>: For all work in excess of eight (8) hours per day or in excess of forty (40) hours per week, employees shall be paid at the rate of one and one-half times (1 1/2) their normal rate of pay.

Section 12.02:

a. "Call-in" shall be defined as being situations where due to an emergency or other exigent circumstance, as determined by the Chief of Police or his or her designee, an officer is called in to work outside of normal working hours. An officer called in after the end of his/her normal shift shall be paid a minimum of two (2) hours wages for such call-in at the rate of time and one-half (1 1/2). An officer called in prior to his/her normal shift shall be paid a minimum of one-half (1/2) hour wages for such call-in at the rate of time and one-half (1 1/2). Extensions of shift shall not qualify for this minimum guarantee.

b. "Extension of shift" shall be defined as an increase in the normal work day occurring either before or after the normally scheduled tour of duty, provided that in the case a shift extended <u>before</u> normal duty hours, eight (8) hours advance notice shall be given the affected officer.

c. Where extensions of shift are required before normal working hours, notice may be given verbally, either in person or by telephone, but a written time-stamped notice shall be placed in the affected officer's departmental mailbox to preclude any dispute as to whether or not eight (8) hours advance notice has been given.

Section 12.03: An officer who must appear in court on his or her off-duty time shall be paid at the rate of one and one-half (1 1/2) times his or her normal rate of pay. He or she shall be guaranteed a minimum of two (2) hours, unless the court appearance is an extension of his or her shift. Extension of shifts for court appearances do not require advance notice as provided in par. 2(b). The officer shall contact the prosecuting attorney's office or their designee within fifteen hours to ensure the officer's appearance has not been cancelled or postponed. An officer who reports for court but fails to contact the prosecuting attorney's office shall not be eligible for pay or the premium stipend if the officer's appearance was cancelled or postponed.

<u>Section 12.04</u>: An employee who fails to cover a traded shift shall be responsible for any extra compensation necessary to cover it.

Section 12.05: Call-in time and overtime shall be by classification seniority and at the rate of one and one-half (1 1/2) times the employee's normal rate of pay, except as otherwise provided in Section 12.13. If the vacancy can not be filled within classification the Chief may call in police officers to fill the vacancy.

Section 12.06: An employee's bank of compensatory time shall not exceed eighty (80) hours of compensatory time. An employee may use only up to one hundred sixty (160) hours of compensatory time during the year. An employee may carry a maximum of eighty (80) hours of compensatory time into a new year. For employees hired after February 19, 2021, during the first year of employment the following shall apply: A new employee hired between January 1 and May 31 shall receive 16 hours of contractual compensatory time. A new employee hired between June 1 and September 30 shall

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receive 8 hours of contractual compensatory time.

<u>Section 12.07</u>: Overtime shall be paid to employees in compensatory time, unless the employee elects to be paid in wages. The election must be in writing.

<u>Section 12.08</u>: Compensatory time may be taken with the prior approval of the Chief of Police or his or her designee.

<u>Section 12.09</u>: All employees shall be available on off-duty hours for police work.

<u>Section 12.10</u>: Any outside employment must have prior written approval of the Chief of Police.

<u>Section 12.11</u>: In case of emergency, employees shall be required to work overtime as required within the definitions of call-in or shift extension, as may be applicable.

<u>Section 12.12</u>: It is the intent of the provisions of this agreement relating to the 5-2, 5-3 schedule and overtime as follows:

a. Under the 5-2, 5-3 schedule, the average regular hours of an officer shall be 1,942.67 hours, exclusive of holidays and paid-off days (referred to as "D days"). It is the intent that an officer be paid on the basis of 2,080 hours, including holidays and D days incorporated into the schedule as the third day in the three day-off cycles. In computing the hourly rate, the differential between hours worked and paid was taken into account.

b. In the event an officer is called in to work on any such holiday or D day in his or her schedule, with the consent of the officer, the holiday or D day may be rescheduled to another day. In the event it is not rescheduled, the officer shall be paid the regular straight time for such holiday or D day and in addition thereto paid for the hours worked at the regular rate of pay, unless the officer has already worked or been otherwise credited with forty (40) hours of work for that work week, in which event the excess

hours shall be paid at one and one-half times (1 1/2) the regular rate of pay. In determining the hours worked or credited, any holiday or D day hours credited during the pay week shall be included in computation of hours.

<u>Section 12.13</u>: The provisions of this article are subject to any overriding 'provisions of the Fair Labor Standards Act and regulations adopted pursuant thereto.

Section 12.14: The hourly rate for overtime shall be determined by taking the annual salary (hourly rate times 2,080) plus longevity, and any educational benefit, dividing the sum of these by 2,080 and multiplying the quotient by 1.5.

ARTICLE XIII - CLOTHING ALLOWANCE

Section 13.01: For 2021 and 2022, each police officer shall receive an annual clothing allowance of Five Hundred Dollars (\$500.00) and plain clothes officers shall receive Five Hundred Twenty-Five Dollars (\$525.00). Clothing allowances shall be paid for the preceding calendar year in January. Effective beginning on December 31, 2022, all bargaining unit members shall receive an annual clothing allowance of Six Hundred Dollars (\$600.00).

Section 13.02: New employees shall be provided with Four Hundred Dollars (\$400.00) to purchase the department prescribed uniform as set forth in Section 13.05. Department equipment as documented in 13.04 shall be provided by the Village.

<u>Section 13.03</u>: New employees shall have their clothing allowance prorated in the first year of their employment and shall receive the normal allotment as prescribed in Section 13.01 each year thereafter.

<u>Section 13.04</u>: Handguns, police shields, handcuffs, service belt, handcuff pouch, ammunition carrier, helmet and holster shall be furnished by the Village and shall always be Village property.

<u>Section 13.05</u>: All clothing and gear <u>purchased from the employee's clothing</u> allowance, except handguns, shields, handeuffs, service belt, handeuff pouch,

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ammunition carrier, helmet and holster are shall be the property of the officer and shall be Formatted: Strikethrough purchased from his or her clothing allowance. These shall include the following minimum required items:

One service cap

Four shirts (two winter and two summer)

Two trousers

Two ties

One raincoat One jacket

One belt

Officers shall maintain all clothing and gear in acceptable condition.

Section 13.06: During the process of an apprehension and/or arrest clothing and equipment damaged shall be replaced or repaired by the Village. This shall include watches, not to exceed \$15.00. Prior to replacement, request shall be submitted in writing to Police Chief for his or her recommendation, forwarded to Village Administrator for final action by Village Board. Excluded from this article are rings and other items that are considered jewelry.

Section 13.07: During the process of an apprehension and/or arrest in which an officer's eyeglasses are damaged beyond repair, the Village of Caledonia shall compensate the officer in the following manner:

- 1. Provide for 50% payment on clear safety lenses and frames. Effective January 1, 2013, the payment by the Village shall not exceed \$150.
- 2. 50% on eye exam (if necessary). If an eye exam is necessary, the exam will be by a Village designated optometrist. Prior to the exam or lens replacement, the Chief of Police shall submit his or her written recommendation to the Village Administrator, Excluded from this article are contacts.

Section 13.08: For body armor and carriers purchased after February 19, 2021, the Village will provide the initial issue body armor at threat level IIIA and carrier authorized by the Village and replace the authorized body armor according to the manufacturer's replacement schedule. If the original purchase price of the issue of body armor and carrier is less than \$1000.00, then the employee may use the residual balance for up to the maximum of \$1000.00 to purchase additional body armor and carrier accoutrements selected by the employee and authorized by the Chief. An employee who needs body armor or the carrier replaced prior to the manufacturer's replacement schedule, except if the body armor or carrier is destroyed due to on-the-job reasons, shall replace the body armor or carrier at his or her cost with armor or a carrier authorized by the Chief of Police. The body armor and carrier are the property of the Village.

ARTICLE XIV - LONGEVITY

Section 14.01: Commencing in 2006, longevity pay shall be computed each year on January 2nd based upon each employee's number of completed years of service on that January 2nd and shall be paid in a "lump sum" on the first payday in January. Also there shall be no prorated or partial year payment.

Section 14.02: The following schedule shall apply to all full time employees.

- a. \$50 after one (1) full year of service.
- b. \$250 after five (5) full years of service.
- c. \$500 after ten (10) full years of service.
- d. \$750 after fifteen (15) full years of service.

(Effective 1/1/2011) e. \$1000 after twenty (20) full years of service.

Section 14.03: One half (1/2) of part time service shall count as full time service used in computing longevity.

ARTICLE XV - EDUCATIONAL BENEFITS

Section 15.01: Employees hired on or after March 1, 1990, who have or who achieve an Associate Degree or a Bachelors Degree in Police Science, Criminal Justice, Sociology, Psychology, or Political Science, shall receive \$450.00 for the Associate's degree or \$525.00 for the Bachelor's degree. Employee's hired on or after February 1,

Deleted: The Village shall provide a minimum "threat level 2A" body armor to officers who request it. Officers will purchase the ves and the Village shall pay up to five hundred dollars (\$500) towards the cost of the body armor after the officer provides proof of purchase. Effective January 1, 2013 the Village shall pay up to one thousand dollars (\$1000) towards the cost of the body armor after the officer provides proof of purchase. An officer's current body armor will be replaced with new "threat level 2A" body armor when it reaches the manufacturer's recommended replacement date.¶
All officers who are supplied with body armor shall be required to

All officers who are supplied with body armor shall be required to use it or be subject to discipline unless the Chief of Police determines that use of the vest is not necessary. The body armor shall be the property of the Village and the Chief may authorize replacement due to duty related damage. If For newly hired officers the Village will provide the body armor reimbursement within the above specified maximums, unless there are available vests with time remaining until the manufacturer's recommended replacement date 9

recommended replacement date.

1994, and who have or who achieve a Bachelors Degree in Police Science, Criminal Justice, Sociology, Psychology, or Political Science, shall receive \$275.

Section 15.02: An employee qualified for one of the above categories shall receive his or her educational benefits on the first pay day in December, or pro-rated portion thereof. The employee qualified for the full allotment must have held the required credits for at least twelve (12) months prior to December 1st of any given year.

<u>Section 15.03</u>: Any educational benefits may be granted by the Village Board upon recommendation by the Chief of Police.

ARTICLE XVI - USE OF PERSONAL AUTO

Section 16.01: Members of the bargaining unit shall receive mileage for use of their personal car when authorized by the Police Chief or his/her designee, at the rate established by the Village Board. Requests for a department car shall be given to the Police Chief at least three days in advance.

ARTICLE XVII - DUTY INCURRED DISABILITY PAY

Section 17.01: All employees who sustain an injury while performing within the scope of their employment as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act) shall receive full salary in lieu of worker's compensation payments for the period of time he or she is temporarily totally or temporarily partially disabled because of said injury or for nine (9) months, whichever is shorter, provided the employee cooperates with the Village's temporary modified duty assignments program, which shall govern the employee's work schedule while on temporary modified duty assignment.

When the Village shall have made any such payment and the employee makes claim for damages against any third party or his or her insurer, the Village shall be entitled to recover from any damages recovered by such employee, reimbursement for such wages paid in the same proportion as provided by Section 102.59, Wisconsin

Statutes, for Worker's Compensation payments.

The employee shall remit to the Village his or her worker's compensation check and receive his or her regular check unless the check is made payable to the Village by the insurer.

An employee sustaining a compensable injury resulting in permanent total disability shall continue to receive full salary until a determination is made that the injury is a permanently disabling injury and a ruling is made in accordance with the Wisconsin Worker's Compensation Act or for nine (9) months, whichever is shorter, provided the employee cooperates with the Village's temporary modified duty assignments program, which shall govern the employee's work schedule while on temporary modified duty assignment.

Such injury must be reported to the Village Administrator by the injured employee's supervisor within twenty-four (24) hours or if occurring on a weekend or a holiday, during the next Village hall working day.

Upon written application by a disabled employee to extend the period of full payment under this Article, the Village Administrator shall review the case and may determine whether or not to extend the period of full payment under these paragraphs, and may determine the terms and conditions upon which any such extension shall be granted.

ARTICLE XVIII - INSURANCE

Section 18.01: Life Insurance coverage for employees shall be pursuant to the plan made available through the State of Wisconsin effective January 11, 1971, and shall be paid by the Village.

<u>Section 18.02</u>: Employees shall pay fifteen percent (15%) of the premium for the plan provided to the employees. Employee contributions for health insurance shall be made by payroll deduction.

Section 18.03: Dental insurance will be carried by all employees. Effective April 1, 2005, the Village will pay 50% toward the premium for any plan elected by a majority of Village employees from all Village departments combined.

Section 18.04: Upon the death of an employee or retiree, who at the time of death is enrolled in the Village's group health insurance plan and has qualified beneficiaries who are also enrolled in the Village's health insurance plan at the time of death, such qualified beneficiaries will continue to receive the same health insurance coverage for a period of six (6) months following the death, at no cost to the qualified beneficiaries. After the six (6) month period, the qualified beneficiaries shall be allowed to remain under the health insurance plan until reaching the full age of Medicare eligibility, or are eligible for and receive insurance from another employer or new spouse, provided that the Village will not be responsible for any portion of the premium, except as provided in Article 22.05. Employees hired as full-time law enforcement officers after June 1, 2018 shall not be eligible for benefits in this paragraph.

Upon the death of an employee in the line of duty who has been enrolled in the Village's group health insurance plan, the employee's qualified beneficiaries who were enrolled in the plan at the time of the employee's death will continue to receive such group health insurance coverage. The Village shall pay 100% of the premium for said medical coverage for qualified beneficiaries for twenty-four (24) months. An Employee hired as a full-time law enforcement officer after June 1, 2018 remains eligible for this benefit in this paragraph.

Section 18.05: A regular full-time Employee who retires from the Village Police Department shall have the right to continue under the Village's medical insurance plan until he or she reaches the full age of Medicare eligibility; provided that except as herein provided, he or she shall pay for the entire cost of such coverage. For the purpose of this paragraph, retirement shall be defined as that term is defined and applies to such

Employee under the Wisconsin Retirement System. The Village shall pay toward a retired Employee's health insurance thereunder between the ages of 53 and the full age of Medicare eligibility, fifty (50%) of the amount paid by the Village as premium for health insurance, provided that the Employee has been employed for a period of twenty (20) years or more prior to retirement and provided further that the Employee is not otherwise employed by an employer who furnishes medical insurance coverage. An employee who receives a duty disability benefit pursuant to State Statute 40.65 as a result of his/her employment with the Caledonia Police Department shall be eligible for the above retirement insurance benefit without meeting the twenty (20) year employment requirement. In addition, the employee will be eligible for the sick leave benefit specified in Section 22.05 of this Agreement. An employee whose application for a Section 40.65 disability retirement is pending shall not be entitled to drop employer provided health insurance coverage for purposes of electing coverage under another plan, and thus the employee would lose eligibility for this benefit. Employees hired as full-time law enforcement officers after June 1, 2018 shall not be eligible for benefits under this Section

ARTICLE XIX - PENSION

Section 19.01: The employee shall pay the cost of the employee's share of the pension plan in the Wisconsin Retirement Plan and shall contribute the full percentage amount required of non-police officer/firefighter employees.

ARTICLE XX - VACATION

<u>Section 20.01</u>: The following paid vacation schedule shall apply to all full time officers:

- a. Upon completion of one (1) full year of service, an employee shall be entitled to one (1) week of paid vacation (40 hours).
 - b. Upon completion of two (2) full years of service, an employee shall be entitled

Deleted: through that employee's spouse. Should the employee lose health insurance coverage through his/her spouse during the pendency of the application, the employee is entitled to return to the employer sponsored plan. Once the 40.65 disability retirement determination has been made, the employee can either stay on the spouse's plan or return to the employer sponsored plan, but that decision is final...

to two (2) weeks of paid vacation (80 hours).

c. Each year starting with the completion of five full years of service, an employee

shall receive one (1) additional day of paid vacation up to a maximum of twenty-five (25) days (200 hours) in accord with the following schedule.

After 5 years - 11 days After 13 years - 19 days After 14 years - 20 days After 6 years- 12days After 7 years - 13 days After 15 years - 21 days After 16 years - 22 days After 8 years - 14 days After 17 years - 23 days After 9 years - 15 days After 10 years - 16 days After 18 years - 24 days After 19 years - 25 days After 11 years - 17 days After 12 years - 18 days After 20 years - 25 days

d. An employee who is off from work on workers compensation leave and not performing available temporary modified duty (when the temporary modified duty is available and the employee is capable of performing the temporary modified duty), an employee who is on leave and not substituting paid vacation or compensatory time leave, an employee who is on sick leave for more than ten work days in the month unless such sick leave used is substituted for unpaid FMLA leave, shall have their annual vacation leave accrual benefit, as applicable, prorated or not earned based on total scheduled work days for that year.

Section 20.02: Vacation credits shall be computed as of January 1 of each year.
Section 20.03: Vacation credits may not be carried over into another calendar year.

<u>Section 20.04</u>: Vacations shall be selected by seniority [i.e.: the amount of time spent in the bargaining unit from the date of appointment as a police officer]. Police

officers may select one [1] two [2] week period or two [2] one week periods until all officers have made a selection. Officers may elect to pass up their first selection or select only a one [1] week period if they choose to select single days at a later time. Vacations shall be selected at the discretion of the Chief of Police and all schedules shall be submitted to the Chief of Police prior to April 1st.

<u>Section 20.05</u>: In the event of death or termination, an employee (or his or her estate) shall be paid for all vacation rights accrued.

<u>Section 20.06</u>: Vacation compensation shall be at the regular compensation of the individual entitled thereto.

ARTICLE XXI - HOLIDAYS

<u>Section 21.01</u>: The holidays are included within the work schedule provided for in Article X hereof, being twelve (12) paid holidays.

ARTICLE XXII - SICK LEAVE

Section 22.01: Each full time regular employee shall be eligible for twelve (12) days [eight (8) hours each] of sick leave per year of continuous full time service to offset loss of income in case personal illness or other health problem prevents said employee from working. An employee shall not be eligible for sick leave for any period during which he or she is receiving any other type of compensation. Sick leave is earned over the course of the year at the rate of up to one day per month. An employee who is off from work on workers compensation leave and not performing any temporary modified duty, an employee who is on leave and not substituting paid vacation or compensatory time leave, an employee who is on sick leave for more than ten work days in the month unless such sick leave used is substituted for unpaid FMLA leave, shall have their monthly sick leave accrual benefit, as applicable, prorated or not earned based on total scheduled work days for that month.

Section 22.02: Abuse of sick leave constitutes fraud and shall result in

disciplinary action, including discharge in the event of serious abuse.

<u>Section 22.03</u>: There shall be an accumulation of sick leave credits from year to year, including prior accumulations, to a limit of one hundred sixty (160) days.

<u>Section 22.04</u>: An employee absent from work for three (3) or more consecutive days because of health or accident related reasons (including sick leave) 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.

Section 22.05: Upon retirement, an employee shall receive sixty percent (60%) of the total accumulated hours of sick leave at the hourly rate of pay in existence at the time of retirement. This money shall be transferred to a retirement health reimbursement account. Upon the death of the retiree or Employee, a spouse who is enrolled in the Village insurance plan will be allowed to continue the coverage and use the HRA for required premiums on the same terms as the retiree or Employee, until reaching the full age of Medicare eligibility by paying the full premium. Employees hired as full-time law enforcement officers after June 1, 2018 shall not be eligible for benefits under this Section.

<u>Section 22.06</u>: An employee who terminates his <u>or her</u> service without cause, will receive fifteen (\$15.00) dollars for each day of accumulated and unused sick leave credit.

Section 22.07: A new employee, after sixty (60) days, shall be eligible for paid sick leave during his or her probationary period, not to exceed ten (10) days, and if the employee leaves the Police Department for any reason prior to completing probation and has used sick leave, the employee shall repay the Village for all sick leave used.

<u>Section 22.08</u>: All accrued sick leave credits shall be forfeited in case of termination for cause.

Section 22.09: Sick Leave Incentive Program: Effective January 1, 2016, the Village and Association will no longer participate in this program. All credits earned

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prior to January 1, 2016 will be frozen and dispersed in the retiree medical bank as

described in 22.05. The Village will provide all members vested a printout upon request
listing the money in the incentive bank.

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ARTICLE XXIII - FUNERAL LEAVE

Section 23.01: In the event of a death of an employee's father, mother, husband, wife, brother, sister, son, daughter, step-parent, step-child, father-in-law, or mother-in-law, such employee may be granted straight time wages for time lost from scheduled work not to exceed three (3) consecutive scheduled work days falling between the day of death and the date of the funeral, both inclusive, if necessary as determined by the Chief of Police or his or her designee, to allow him to arrange and/or attend the funeral.

Section 23.02: In the event of a death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, such employee may be granted straight time wages for time lost from scheduled work not to exceed one (1) scheduled work day falling between the date of death and the date of the funeral, both inclusive, if necessary as determined by the Chief of Police or his her designee, to allow him to arrange and/or attend the funeral.

<u>Section 23.03</u>: All paid funeral leaves will be reviewed by the Village Administrator periodically.

ARTICLE XXIV - LEAVES OF ABSENCE

<u>Section 24.01</u>: It is recognized that leaves of absence may be necessary because of emergencies. Leaves of absence for problems not of emergency condition shall be considered fairly.

<u>Section 24.02</u>: Leaves of absence shall not be granted for the purpose of exploring or venturing into other fields of endeavor.

<u>Section 24.03</u>: No salary or other benefits shall accumulate during a leave of absence.

<u>Section 24.04</u>: Any request for a leave of absence shall be made in writing endorsed by the department head and granted by the Village Board through the personnel committee.

ARTICLE XXV - JURY DUTY

Section 25.01: Employees shall be granted time off with full pay on regularly scheduled workdays for reporting for jury duty and/or for jury duty service upon presentation of satisfactory evidence. Any employee engaged in jury duty shall be considered working the day shift (6:00 a.m. to 2:00 p.m.) and if the employee is excused from jury duty prior to 2:00 p.m. shall report for work for the remainder of the shift to qualify for full pay. Any compensation received for such jury duty exclusive of meals and travel pay, shall be turned over to the Employer. However, if the jury duty occurs on a regularly scheduled off day, all compensation shall remain with the employee.

ARTICLE XXVI - MILITARY LEAVE

Section 26.01:- Military Reserve Leave: An employee who is a member of the National Guard or United States Military Reserve, and is under orders to attend a training or encampment, will be granted time off from his/her position without loss of pay for a period not to exceed ten working days in any calendar year. It is intended that this will be done without financial penalty to the employee and therefore, the Village will pay the employee for this time lost in an amount equaling the difference between his/her daily military pay and his/her normal daily wage by continuing to pay the employee his or her normal daily wage for scheduled Village work hours missed by the employee during the training period, and the employee remitting to the Village his or her military pay received for the training period up to the amount of the Village provided pay with the employee keeping the residual above the Village provided pay. The Village will not supplement military pay for any weekend training. To receive the leave and pay, the employee must file a copy of his/her orders with the Department Head at least two weeks after such

orders are received by the employee, or two weeks after the employee is made aware of the orders.

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Section 26.02: Military Leave: A permanent, full time employee who leaves the service of the Village to join the military forces of the United States shall be granted a military leave without pay, such leave to extend through a date ninety days after he/she is relieved from such service. Proof must be filed with the Village Administrator. Such employee shall be restored to the position which he/she vacated or to a comparable position with full rights and without loss of seniority or benefits accrued and not taken while serving in the position occupied at the time the leave was granted, provided that application is made to the Village Administrator fifteen days after rejection for service, and the employee is physically and mentally capable of performing the work of his/her former position. Failure of an employee to notify the Village within this time period of his/her intention to return to work shall be considered as a termination of employment.

ARTICLE XXVII - DEATH OF AN EMPLOYEE

Section 27.01: In case of the death of an active employee covered by this agreement, the Village will check the following items and make appropriate settlement to the deceased's estate of any credits due him or her:

- a. Life insurance
- b. Regular wages
- c. Accrued compensation time
- d. Accrued vacation credits
- e. Accrued holiday credits
- f. Accrued sick leave credits at the rate of \$15 per day
- g. Clothing allowance (prorated)
- h. Wisconsin Retirement System
- i. Educational benefits (prorated)

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ARTICLE XXVIII - GRIEVANCE PROCEDURE

<u>Section 28.01: Definition of a Grievance.</u> A grievance shall mean a dispute regarding any matter concerning the interpretation or application of any provision of this agreement.

Section 28.02: Only one subject matter shall be covered in any one grievance and shall be signed by the grievant. The grievant may be any person covered under this Agreement or the Association if two or more members are affected. The written grievance shall contain a statement of the grievance, the issues involved, and the relief sought by the grievant.

<u>Section 28 03: Time Limitations.</u> If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended in writing by mutual consent.

Section 28.04: Settlement of Grievance. Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

Section 28.05: Steps in Procedure.

Step 1: If an employee or the Association has a grievance, the grievance shall be reduced to writing and signed by the grievant and presented to the Chief of Police or his or her designee within ten (10) calendar days from the date of the act or condition complained of occurred, or the grievant, with reasonable diligence, could have known of the act or condition complained of. The Chief of Police or his or her designee will investigate the grievance and submit his or her decision to the grievant in writing within the ten (10) calendar days from the date that he or she received the grievance.

Step 2: If the grievance is not settled at the first step, the employee or Association representative may appeal the grievance in writing to the personnel committee or its designee within five (5) calendar days after receipt of the written decision of the Chief of Police. The personnel committee shall discuss the grievance with the employee, and the Association representative shall be afforded the opportunity to be present at this conference. Following said conference, the personnel committee shall respond within twenty (20) calendar days in writing.

Step 3: Arbitration

- 3a. For grievances that allege a violation of the interpretation or application of one or more of the provisions of this agreement and do not involve discipline, suspension, demotion, or discharge, a grievance shall be considered settled in Step 2 unless within ten (10) working days of receiving the answer in Step 2, or within ten (10) working days from the date that the answer in Step 2 was due, the Association notifies the Personnel Committee in writing of its intent to process the grievance through the arbitration process.
- 3b. For grievances which arise out of the discipline, suspension, demotion, or discharge of a non-probationary employee, the grievance shall be considered settled in Step 2 unless within ten (10) working days from the date of the findings of the Police and Fire Commission, the Association notifies the Personnel Committee in writing of its intent to appeal the actions of the Police and Fire Commission to an arbitrator.

For grievances which arise out of an oral or written reprimand of a non-probationary employee, the discipline imposed shall be considered settled in Step 2 unless within ten (10) working days from the date of the findings of the Personnel Committee or its designees, or within ten (10) working days from the date that the answer in Step 2 was due, the Association notifies the Personnel Committee, in writing, of its intent to process the grievance through the arbitration process.

3c. Arbitrator: In any grievance which can not be settled through the above procedures may be selected upon mutual agreement between the Village and the

Association. If mutual agreement cannot be reached, the arbitrator shall be selected in the following manner. Either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. Each party will strike one name alternately until one arbitrator remains, with the filing party being the first to strike. The remaining arbitrator on the slate after the strikes shall be notified of this selection as arbitrator in a joint statement from the Village and the Association.

3d. A<u>rbitration Hearing</u>. The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a decision to both the Village and the Association, which shall be binding upon both parties.

3e. <u>Costs</u>. Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party, however, shall bear its own costs for its witnesses and all other out-of-pocket expenses, including possible attorney's fees. Testimony or other participation of employees shall not be paid by the Village. The arbitration hearing shall be conducted in one of the Village's municipal buildings.

3f. <u>Transcript</u>. A transcript will be prepared upon the written consent of the Association and the Village.

3g. <u>Decision of the Arbitrator</u>. The decision of the arbitrator shall be final and binding upon the parties, subject to Chapter 788 Wis. Stats. The powers of the arbitrator are limited to the scope of the evidence presented at the hearing and the arbitrator shall not add to, subtract from, or modify any of the terms of the collective bargaining agreement.

ARTICLE XXIX - NO STRIKE CLAUSE

Section 29.01: Neither the Association nor any of its officers, agents, nor any

Village employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this agreement.

Section 29.02: Upon notification by the Village to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the Village with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective, and affirmative action to secure the members, return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

ARTICLE XXX - DUES DEDUCTION

Section 30.01: The Village agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form provided by the Village where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck which the employee has authorized to be deducted.

It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the Employer and Association no less than 30 days' prior to the date in which dues deductions are to commence.

The Employer shall deduct the dues amount biweekly 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 whom such sums have been deducted to the Association,_____

Authorization of dues deduction by a member may be revoked upon notice in

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writing to the Employer or the Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

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 consistently with the either the Association Constitution and By-Laws. The Village agrees to notify the Association office 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.

Hold Harmless. The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the Employer that arise out of the Employer's compliance with this agreement.

ARTICLE XXXI - PROMOTIONAL POLICY

Section 31.01 Purpose: This policy is set forth to provide for fair and equitable evaluation of police personnel for promotional career advancement within, and consistent with the needs of the Caledonia Police Department and the Village of Caledonia. To the extent permitted by law, nothing in Article XXXII shall restrict the Police and Fire Commission from modifying the promotional process identified herein or establishing a new process.

Section 31,02 Promotion: What Constitutes: Promotion includes any advancement in rank and pay grade encompassing any rank within the bargaining unit, regardless of title, with the exception of Police Officer I, and Police Officer II, whose advancement from Police Officer III are set forth by contract. Special duty categories shall not be considered promotional unless the assignment is full-time (over 50% of duty time is devoted to the assignment during the year.) and/or carries with the assignment a pay or rank increase above that of the officer so assigned. E.g.: evidence technicians,

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court officers, special duty detectives, etc.

<u>Section 31.03 Posting of Positions</u>: A vacancy for promotion for which promotional testing will be administered shall be posted at least 10 days prior to commencement of such tests.

Section 31.04 Eligibility: To be eligible to compete for promotional advancement, candidates must have completed their probationary period as a police officer with the Village of Caledonia and reach the rank of Police Officer I, and have a minimum of three years police experience.

Section 31.05 Promotional Evaluation: The Chief of Police will base his or her selection on factors that shall include the job performance, education, skills, abilities, qualifications, seniority and professional competency of the officer candidate and the needs of the Village.

Appointment of the successful candidate shall be made consistent with the needs of the Police Department as determined by the Chief of Police. An officer promoted under this procedure shall serve a probationary period of one year following the date of the promotion. During this probationary period the officer shall be entitled if he/she so desires to return to his/her former position at his/her former rate of pay, or if in the judgment of the Chief of Police, the officer is not sufficiently qualified in the position to which he/she was promoted, he/she may be returned to his/her former position at his/her former rate of pay. The Village may be required to show reasonableness of such action through the grievance procedure. In the event that an officer returns to his/her former position and former rate of pay under the terms of this section, the officer who filled the position from which he/she was promoted shall automatically return to his/her former position and former rate of pay.

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Deleted: Seniority consideration shall be given to each eligible candidate for every full year of service as a police officer for the Village of Caledonia from the date of appointment as a police officer to the anniversary date prior to the commencement of promotional testing for the position in question. Officer candidates who, in addition, have prior service as a police dispatcher for the Village of Caledonia shall be given consideration for each full year of service as a Village of Caledonia dispatcher.

The Police Chief shall recommend the selected candidate to the Police and Fire Commission for confirmation. If either of the two rejected candidates requests a meeting with the Chief, the Chief of Police shall meet and advise that the candidate as to why he/she was passed over. In the event the candidate is rejected, the Police Chief shall recommend one of the other candidates for confirmation. The Chief of Police shall review the work record of the candidate

The Chief of Police shall review the work record of t successfully completing the interview process. The

ARTICLE XXXII - AMENDMENTS

Section 33.01: This agreement may be amended by mutual consent of the parties. Formatted: Font: Bold, Underline Such amendment shall be in writing. The waiver of any breach of this agreement shall not constitute a precedent against the future enforcement of the provisions of this agreement.

ARTICLE XXXIII - SEVERABILITY OF PROVISIONS

Section 34.01: If a section of this agreement or any part thereof should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall enter into immediately collective bargaining negotiations for the purposes of arriving at a mutually satisfactory replacement of such article or section.

ARTICLE XXXIV - EMPLOYEE HANDBOOK

Section 35.01: Employees covered under this Collective Bargaining Agreement are not subject to the terms and conditions set forth in the Village's Employee Manual.

ARTICLE XXXV - SEPARATION BENEFIT

Upon retirement, death or termination of employment, a separation benefit in accordance with the following schedule shall be paid out for each completed full month of service during the then calendar year provided however no benefit shall be paid in a case of termination for just cause. An employee may qualify in only one category:

If the employee has at least 15 full years of service \$62.50

If the employee has at least 10 full years of service \$41.50

If the employee has at least 5 full years of service \$21.00

If the employee has at least 1 full year of service

ARTICLE XXXVI - DISABILITY

The Village agrees to administer a voluntary non-duty disability plan. -The plan will be paid entirely by the employee.

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- -The Association agrees to provide the minimum number of enrollees required by the Plan.
- -The Village shall administer payroll deductions from employees to cover premium cost.

 Employees may only participate in the Northwestern Mutual Life Insurance plan.
- If the plan allows the usage of accrued sick time to supplement insurance benefits to provide 100% of wages, the Village agrees to supplement pay with accrued sick time to provide full pay.

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ARTICLE XXXVII - VOLUNTARY CONTRIBUTION PLAN

The Village agrees to administer, including payroll deductions, a voluntary contribution plan (VEBA or similar plan) selected by the Association. The plan, including all employee contributions, will be paid entirely by the employee. The Association agrees to provide the minimum number of enrollees required by the plan.

Deleted: -The City and Association have 2 options to choose from:

4*Northwestern Mutual Insurance Company

AFLAC

Association Member

Village Clerk