

RESOLUTION NO. 2018-82

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CALEDONIA PROFESSIONAL POLICEMEN'S ASSOCIATION LOCAL No. 403, FOR 2018-2020

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 2018-2020 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 17th day of September, 2018.

VILLAGE OF CALEDONIA

By: James R. Dobbs
James R. Dobbs, Village President

Attest: Karie Torkilsen
Karie Torkilsen, Village Clerk

Tentative Agreement September 5, 2018

Effective First full pay period in January 2018 through last pay period ending after December 31, 2018

	July 1, 2017	First full pay period after 1/1/2018	3%
Recruit		27.13	27.94
Police Officer III		29.83	30.72
Police Officer II		30.40	31.31
Police Officer I		31.09	32.02
Detective		33.18	34.18
Shift Commander	32.77		33.75

Effective First full pay period in January 2019 through December 31, 2020

	3%	2%	2%	2%
	First full pay period in January 2019	First full pay period in July 2019	First full pay period in January 2020	First full pay period in July 2020
Academy	21.59	22.02	22.46	22.91
Certified Law Enforcement Officer Probation	28.78	29.35	29.94	30.54
Completion of Probation	31.64	32.27	32.92	33.58
Police Officer II: After 2 years	32.25	32.89	33.55	34.22
Police Officer I: After 3 years	32.98	33.64	34.31	35.00
Detective	35.21	35.91	36.63	37.36
Shift Commander	34.76	35.46	36.17	36.89

8-07 - delete
24-03 - delete the words "seniority"

2:04 pm

September 4, 2018

MEDIATION PACKAGE PROPOSAL OF THE VILLAGE OF CALEDONIA TO THE CALEDONIA PROFESSIONAL POLICEMEN'S ASSOCIATION FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

1. **Term.** January 1, 2018 – December 31, 2020
2. **Article VI, Section 6.01.** Change "3" to "10" to reflect the correct fire station for calculating residency.
3. **Article VII, Section 7.01. Probation.** Insert the following sentence:
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.
4. **Hours of Work and Scheduling Time Off. Article VIII, Section 8.01.C. and 8.03.** Selection of vacation is done within the shift. Revise the following sentence in Section 8.03. "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 staffing requirements of the Department, as determined by the Chief."
5. **Article X Hours of Work.**
 - a. **Section 10.03.** Change "Friday" to "Sunday" and "Thursday" to "Saturday."
 - b. **Section 10.05:** Replace to state: Paid time is rounded to the nearest ¼ of an hour. ~~When an employee punches in late, he or she shall not be credited with the 6 minute period (1/10 hour) during which he punches in or any time before that. When an employee punches out early, he or she shall not be credited with the 6 minute period (1/10 hour) during which he punched out or any time after that.~~
6. **Article XI. Wages**
 - a. See the attached Chart providing a fair wage rate as part of this package proposal
 - i. Effective First full pay period in 2019, establish a new wage schedule, akin to the attached (with different amounts based on the schedule below) and containing the following steps:
 1. Academy wage rate
 2. Change "recruit" to "Certified Law Enforcement Officer Probation" Rate
 3. Change the "after one year" rate to "completion of probation" rate
 - ii. Wage Rates
 1. First full payroll period in January 2018 3%
 2. First full payroll period in January 2019 3%
 3. First full payroll period in July 2019 2%
 4. First full payroll period in January 2020 2%

TA
2:04 pm
MA

5. First full payroll period in ~~June~~^{July} 2020

2%

- b. Address lateral transfer for wages and vacation (pay and vacation only). Create the following new Section: 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.
- c. Section 11.02. Revise sentence to state as follows: "Shift Commander will fulfill the Shift Commander duties completely, ~~including filing a daily Shift Commander report to his/her sergeant for the particular shift covered.~~"
- d. Section 11.05. Delete this Section as this is archaic.

7. **Article XII Overtime**

- a. Section 12.03. Insert the following sentences. "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."
- b. Section 12.06 and 12.07 – Delete both Sections and create new Section to state: An employee's bank of compensatory time shall not exceed eighty hours of compensatory time. An employee may use only up to one hundred sixty hours of compensatory time during the year. An employee may carry a maximum of eighty (80) hours of compensatory time into a new year.

8. **Article XV Educational Benefits**. Delete Sections 15.01 and 15.03 as they are archaic and no longer apply. Renumber the remaining Sections. The parties will draft an MOU preserving this benefit for Officer Brian Collins.

9. **Article XVII Duty Incurred Disability**. Rewrite in full as follows to incorporate light-duty program and to incorporate reduced timeframe:

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 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 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.

10. **Article XVIII Insurance.**

- a. Section 18.02 – Revise the sentences to state as follows: ~~“Health insurance coverage for employees shall be provided by the Village and the Village shall pay the full premium, minus employee contributions. 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. The Village shall establish a “Section 125 Cafeteria Plan” such that an employee's premium contributions may be made on a pretax basis.”~~
- b. Section 18.04, 18.05 and Section 22.05: Insert the following sentence: “Employees hired as full-time law enforcement officers after June 1, 2018 shall not be eligible for benefits under this Section.” In Section 18.04, insert as the last sentence in the paragraph beginning “Upon the death of an employee in the line of duty . . . “ “An Employee hired as a full-time law enforcement officer after June 1, 2018 remains eligible for this benefit.”

11. **Article XXV – Jury Duty.** Change references of “7:00” to “6:00” and “3:00” to “2:00”

12. **Article XXX – Maternity Leave.** Delete this Article. The Village will comply with the law and specifically FMLA.

13. **Accrual of Paid Leave.** Discuss prorated accrual of paid leave when the employee is not working and not substituting paid vacation leave. Language to be inserted in each article where leave time is accrued:
- a. To be inserted in Vacation Article XX as Section 20.01(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.
 - b. To be inserted in Sick Article XXII, Section 22.01. 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.

14. **Archaic language clean-up and clarification of errors.**

Notice of Evaporation of Permissive and Illegal Language Subject to Removal.

Items that are identified as permissive subjects of bargaining evaporate from the collective bargaining agreement effective the expiration of the contract unless the parties agree to retain the language.

1. **Article V, Section 5.01 K Combining Services.** The provisions are permissive subjects of bargaining to the extent they are overbroad and infringe on the Village's policy making authority. The Section is an illegal subject of bargaining to the extent it conflicts with Wis. Stat. 111.70(4)(mc)6.
 - a. **Suggested Revised Language:** Rewrite as follows:

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.
2. **Article VIII Seniority Section 8.02.** The Section regarding reduction of subordinates is an illegal subject of bargaining to the extent it conflicts with Wis. Stat. § 62.13(5m).
3. **Article IX Discipline Section 9.04.** The Section regarding discipline appeals is an illegal subject of bargaining to the extent it conflicts with Wis. Stat. § 62.13(5) and the *City of Janesville* decision.
4. **Article XVIII – Section 18.04 and 18.05 and Article XXII Sick Leave Section 22.05.** The Section is a permissive or an illegal subject of bargaining to the extent it conflicts with authority of ETF and the Village to make eligibility determinations for the Wisconsin Retirement System, applicable law regarding cafeteria plans, and to the extent the provisions infringe on Wis. Stat. 111.70(4)(mc)6. The Village has placed the bargaining unit on notice that it believes the language is unenforceable, particularly as it relates to access to the health care plan by retirees and especially after statutory continuation rights expire (for example, COBRA).
5. **Article XIX Pension.** The language as presently drafted must carve out new employees initially employed after July 1, 2011 to pay the full employee contribution.
 - a. **Suggested Revised Language:** The employee shall pay the cost of the employee's share of the pension plan in the Wisconsin Retirement Plan ~~according to the following schedule. All employees and~~ shall contribute the full percentage amount required of non-police officer/firefighter employees.

6. **Article XXVI Military Leave Section 26.02.** The Section regarding reinstatement is an illegal subject of bargaining to the extent it conflicts USERRA and other military leave laws
7. **Article XXXI – Fair Share.** Rewrite this Article to allow for twice per month dues deductions and to redraft it to eliminate the Fair Share concept as it is now illegal in consideration of *Janus v. AFSCME*.
8. **Article XXXII Promotional Policy.** These Sections regarding promotions are permissive or illegal subjects of bargaining to the extent it conflicts with the authority of the PFC pursuant to Wis. Stat. § 62.13(4) and the Village’s authority to set qualifications, among other management rights.
 - a. **Suggested Revised Language:** Insert the following sentence: 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.
9. **Article XXXV Employee Handbook.** The Article is a permissive or illegal subject of bargaining to the extent the Section conflicts with law, and Village authority to determine policy for the organization and location for said policy. The language is overbroad as to nonmandatory subjects of bargaining. The Village has placed the bargaining unit on notice that it believes the language is permissive and possibly illegal. The Village will use its authority to promulgate reasonable work rules as reserved in the collective bargaining agreement.
10. Other language as determined and as notice is given to the Association. The Village reserves the right to identify other language as permissive or illegal subjects of bargaining at any time during the process.

The Village reserves its right to modify, amend, delete or add to its proposals at any time and for any reason during negotiations. All tentative agreements, if any are reached, remain subject to acceptance of the collective bargaining agreement as a whole by the Village Board and correction of any errors or omissions.