

AGREEMENT BETWEEN THE

**SUN PRAIRIE PROFESSIONAL POLICE ASSOCIATION
WPPA/LEER**

AND THE

CITY OF SUN PRAIRIE

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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SUN PRAIRIE WPPA CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2023 at Sun Prairie, Wisconsin, pursuant to the provisions of Wis. Stats. Ch. 111.70 and other applicable sections of the statutes, by and between the City of Sun Prairie, hereinafter referred to as the City, and the Sun Prairie Professional Police Association (Association).

PURPOSE OF AGREEMENT

This agreement constitutes an implementation of the provisions of Chapter 111.70, Wisconsin Statutes, and provides for orderly and constructive employment relations in the public interest and in the interest of employees hereby covered and the City as an employer. This Agreement is the sole working Agreement between the parties.

GENERAL TERMS AND CONDITIONS

ARTICLE I - RECOGNITION

The City recognizes the Law Enforcement Employee Relations Division (LEER), Wisconsin Professional Police Association (WPPA or Association) as the exclusive bargaining representative for all sworn full-time employees, which includes the rank of patrol officer and detective, but excludes the rank of sergeant, lieutenant, and higher classifications.

ARTICLE II - DURATION/BENEFITS EXTENDED

Section 2.1 - Duration

This agreement shall become effective January 1, 2024, and shall remain in effect until and including December 31, 2026, and thereafter shall automatically be renewed from year to year, unless at least ninety (90) days prior to the date of expiration, either party shall by written notice serve on the other and state the desire to modify the agreement.

Section 2.2 - Benefits Extended

If an Agreement has not been reached prior to the expiration date of the contract, the benefits and conditions of the expired contract shall remain in full force and effect until a new Agreement is signed.

ARTICLE III - NO DISCRIMINATION

The City and the Association agree that there shall be no unlawful discrimination on the basis of race, creed, color, sex, national origin, religion, age, arrest or conviction record, handicap or disability, union affiliation or non-affiliation, ancestry, marital status, sexual orientation or membership in the National Guard, State Defense Force or any reserve

44 component of the state or federal military forces, or other basis prohibited by applicable
45 state or federal law. Because of the viability of local, state, and federal forums for the
46 resolution of such complaints of discrimination, it is agreed and understood that the
47 provisions of this Article shall not be subject to the arbitration provisions of this
48 Agreement.

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ARTICLE IV - LOYALTY

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Section 4.1 - Loyalty

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The Association agrees for the employees that individually and collectively they will perform loyal and efficient work and service, and that they will use their influence and best efforts to protect the property and interest of the City, its good name, its service to the public and the policies and procedures of the Department.

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Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the Association agrees that it will take all reasonable steps to cause the employee covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.

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The Association, therefore, agrees that they do not condone any interruption of these services for any cause whatsoever by the employees it represents; nor shall they condone any concerted failure by them to report for duty; nor shall the employees absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

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Section 4.2 - No Strike Clause

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The Association pledges itself to make every effort to maintain unimpaired police service and protection of the community. It shall not cause, counsel, or permit its members, or any of them individually, or in concert, to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the Department, or to refuse to perform any customarily assigned duties, including overtime, for the City, or shall any employee participate in such prohibited activity. The occurrence of any such prohibited activity by the Association or employees shall be deemed illegal and a violation of this Agreement and shall render the Association and the employees subject to the penalties provided herein. Whether or not the Association is liable for any activity prohibited in Section 4.2, any employee who engages in such activity may be subject to discharge, or other disciplinary action.

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In addition to any action or penalties in this Article, the City may enforce any other legal rights and remedies to which by law it is entitled.

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ARTICLE V - MANAGEMENT RIGHTS

The management of the business and the direction of the work force shall remain with the management of the City, including but not limited to, the right to hire, set policies, to promote, discipline or discharge employees for just cause, to use improved methods, material or equipment, to develop and administer work standards and performance requirements, to decide the number of employees needed at any particular time or place, to establish, change or abolish job classifications not currently covered in the Agreement and establish all job qualifications, and be the sole judge of the quality and acceptability of the service rendered to the public equally and fairly.

ARTICLE VI - DUES DEDUCTION

Section 6.1 - Dues Deduction

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

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

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

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 either the WPPA or local Association Constitution and By-Laws. The Association agrees to notify the WPPA office in Madison in writing of the name of any new hire into the bargaining unit. Membership is subject to and governed by all local, state, and federal anti-discrimination laws.

It is expressly understood and agreed that WPPA/LEER will refund to the City, or the employee involved any dues erroneously deducted by the City and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the City harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the City, including all costs of defense and attorney's fees, which may arise out of City's compliance with this Article.

130 **ARTICLE VII - ASSOCIATION ACTIVITIES/RIGHTS**

131

132 **Section 7.1 - Association Activity**

133 The Association may designate up to two (2) stewards who shall have authority to adjust
134 grievances. The City agrees that the two (2) stewards may be allowed reasonable time
135 to adjust grievances, without loss of pay.

136

137 The Association may designate up to four (4) stewards who shall be eligible to attend
138 negotiations without loss of pay. This provision shall apply regardless of the presence of
139 off-duty steward(s) at negotiations. Nothing in this provision shall be construed to limit
140 the number of off-duty personnel who may attend negotiations.

141

142 An on-duty steward requesting leave to adjust grievances or attend negotiations shall
143 first secure permission from the Chief of Police or his/her designee. Such permission
144 shall be granted absent any disruption of service.

145

146 An on-duty steward released to attend negotiations shall be subject to call as the needs
147 of the Department dictate.

148

149 Other than outlined above, personnel shall not be allowed to conduct union business
150 during work time.

151

152 **Section 7.2 - Rights Regarding Investigations and Personnel Files**

153 This Section addresses employee rights when they may be under investigation in
154 criminal and non-criminal matters. This Section also addresses employee rights in
155 matters concerning their individual personnel files.

156

157 A.) When such matters involve the investigation of an employee by the Sun Prairie
158 Police Department and/or another agency delegated to do so by the Sun Prairie
159 Police Department and will not result in criminal charges, the employee shall have
160 the following rights:

- 161
- 162 1.) To be notified of the name and the official capacity, if any, of all persons
163 present during any interview and/or interrogation of him/her.
 - 164 2.) To be notified of the nature of the questioning before any questions are
165 directed to him/her.
 - 166 3.) To be notified of the names of all verified complainants before any questions
167 are asked of him/her, except in a John Doe or Grand Jury hearing.
 - 168 4.) To be notified if any of the conversation is being electronically recorded.
 - 169 5.) To refuse to answer any questions without consequence if any of the above
170 rights are denied him/her.

171

172 Whenever, a complaint, written or oral, is filed against an employee which may
173 result in a disciplinary action, the Chief or the Chief's designee shall conduct an

174 investigation and provide the employee with written notice of the complaint and
175 the findings within twenty-four (24) hours of completion of the investigation.

176

177 The City will not require an employee to take a polygraph test.

178

179 B.) When such matters involve the investigation, interview, interrogation, or arrest of
180 an employee under investigation by the Sun Prairie Police Department or any
181 other agency and said action involves criminal charges, the employee shall have
182 afforded to him/her all rights listed in part "A" of this Section, as well as the right
183 to have present an attorney of his/her own choosing and at his/her own expense.

184

185 C.) With regard to the member's permanent personnel record, a member shall have
186 all the rights afforded by law to a public employee, as well as the following rights:

187

188 1.) To view the contents of his/ her file at his/her request and at a time
189 consistent with the convenience of himself/herself and the City.

190 2.) To be informed, upon inspection of his/her file, of the nature of any entries
191 inserted in his/her record that he/she was not previously aware of.

192 3.) To receive copies of any material placed in his/her file.

193 4.) To have the opportunity to respond in writing to any such material and have
194 such response placed in the personnel file.

195

196 **Section 7.3 - Rights of Stewards**

197 The elected union stewards shall be provided all new policies and policy changes issued
198 by the Chief or their designee at least 10 days prior to the effective date of such policies.

199

200 The stewards shall be permitted to comment on proposed policies and to suggest
201 changes therein. Following the Association's election each year, the Association
202 Secretary will notify the Chief of Police and the City Administrator within thirty (30) days
203 of the officers of the Association. If there are changes during the year, the Association
204 will notify the Chief of Police and City Administrator within ten (10) days of those
205 changes.

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OPERATIONS

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ARTICLE VIII - HOURS OF EMPLOYMENT

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Section 8.1 - Work Week

212 The Chief of Police or their designee shall prepare the schedule of hours to be worked.
213 They shall establish the work period into which the shifts shall fit on a 6-3 (6 days on-3
214 days off) schedule. The Chief or their designee shall schedule shifts of eight (8)
215 consecutive hours.

216

217 Employees not assigned a 6-3 work week may also be assigned to a (5-2), (5-2), (4-3); or
 218 a (5-2) work schedule and not exceed 1950 hours annually. Department Management
 219 may adjust the 4-3 work week to allow for holidays.

220

221 Within the first three (3) weeks of the school year, the School Liaison Officer working
 222 the (5-2) schedule will advise the Chief or their designee of the additional hours they will
 223 work compared to the total hours that would normally be worked under the (5-2), (5-2),
 224 (4-3) schedule. Such hours shall be at the straight time rate.

225

226 The Chief or their designee shall post a one (1) month schedule at least ten (10) days in
 227 advance. In the event an employee is assigned to a shift or work schedule other than
 228 his/her regularly scheduled shift or work schedule, said employee shall be given seven
 229 (7) days advance notice of the re-assignment (the notice will be provided 7 days, or 168
 230 hours, prior to the start of the employee's regularly scheduled shift). If such seven (7)
 231 day notice is not given, then the employee shall be compensated at the rate of time and
 232 one-half for all hours worked on the reassigned shift or work schedule that are outside
 233 of the regularly scheduled hours.

234

235 Nothing in this Section shall prevent the Chief from assigning the (6-3) or the (5-2)
 236 schedule provided that said schedule is mutually agreeable to by the effected employee,
 237 and the employees assigned work schedule equals 1950 hours annually. Said
 238 agreement between the employee and the Chief shall be in writing and shall specifically
 239 identify the agreed to work schedule and the duration of the work schedule if a duration
 240 of more than a ten (10) day period is involved.

241

242

Alternate Schedule

243 In compliance with the Fair Labor Standards Act (FLSA), a 28-day law enforcement work
 244 period schedule will be established in agreement with all other labor agreement
 245 provisions.

246

247 For employees working an alternate schedule, the supervisor will complete a monthly
 248 work schedule by the 15th day of the preceding month. The work shifts will be assigned
 249 in eight (8) hour increments. The bi-weekly base payroll amounts will be equalized.

250

251 An example of the monthly breakdown is as follows:

252

Month	Scheduled Work Days	Days Off	Total
January	20	11	31
February	19	9	28
March	21	10	31
April	20	10	30
May	21	10	31
June	20	10	30

July	20	11	31
August	21	10	31
September	20	10	30
October	21	10	31
November	20	10	30
December	20	11	31
	243	122	365

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Section 8.2 - Shift Assignments and Trades

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Section 8.3 - Overtime Assignments

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Section 8.4 - In-Service Training

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1. The City agrees to provide the Association with an annual work schedule effective January 1 of each year. The schedule will identify known in-service training sessions and indicate related off-day changes.

- 289 2. Instructors are not subject to the language in item #5 of this section. For
290 instructors, who are covered by the agreement, they will be given one day off in
291 lieu of any in-service day they work on a regularly scheduled off-day. It is the
292 employee's responsibility to work with the Department Management to
293 schedule the day off.
- 294 3. The City anticipates four sets of one-day in-service sessions for each calendar
295 year. The City does not anticipate scheduling such sessions from mid-June to the
296 end of August.
- 297 4. Short-notice scheduling needs during in-service training periods will not be
298 covered by day-off adjustments. These situations will be resolved in compliance
299 with this agreement.
- 300 5. The City agrees to limit the off day changes for any one individual to not more
301 than two times when four in-service sessions are held per year and not more
302 than three times when five or more in-service sessions are held per year.
- 303 6. When Management is unable to follow the steps above and requires an
304 employee to attend in-service training during off-duty hours, they will be
305 compensated at time and one-half (1.5) for all hours worked. In this event, a
306 minimum of two (2) hours shall be paid.

307
308 **Section 8.5 - Recruit Academy**

309 Upon hire and until completion of the Recruit Academy or Mini-Academy, employees
310 may be placed on a 5-2 schedule and receive wages based upon a forty (40) hour work
311 week.

312
313 **ARTICLE IX - PROBATIONARY PERIODS**

314
315 **Section 9.1 - Probationary Period.**

316 A probationary period shall be served by each new employee. The probationary period
317 will be in effect until twelve (12) months after the completion of the Field Training
318 Program. No extensions of probation shall be authorized beyond this period. During
319 the original probationary period, suspension or discharge will not be subject to appeal.
320 Employees promoted to a higher classification shall serve another twelve (12) month
321 probation in the new position. A promoted employee can be returned to the
322 employee's previous classification within the probationary period, or the promoted
323 employee can request to return. During this time the promoted employee's bargaining
324 unit seniority shall be frozen and if returned to the bargaining unit shall receive the level
325 of frozen seniority.

326
327 **Section 9.2 - Return to Bargaining Unit After Promotion.**

328 An employee promoted to a higher position out of the bargaining unit may not be
329 returned to the bargaining unit after completion of the twelve-month probationary
330 period unless there is a posted open position, and the individual would be hired as a
331 new employee.

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333 **ARTICLE X - SENIORITY**

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335 **Section 10.1 - Layoff**

336 Seniority shall apply to layoff from work, recall after layoff from work, vacation
337 scheduling for 1st, 2nd, and 3rd vacation picks, and posted overtime. Seniority shall also
338 apply to shift preference so long as there are enough qualified personnel to adequately
339 staff each shift. Management will determine necessary qualified personnel required for
340 each shift.

341
342 **Section 10.2 - Vacancy**

343 When new classifications are created or vacancies exist within the bargaining unit,
344 employees within the bargaining unit shall be given the first opportunity to fill such
345 vacancies, if qualified.

346
347 **Section 10.3 - Acting Position**

348 Any employee serving in an acting position outside of this agreement, such as acting
349 sergeant, shall continue to accrue seniority during that acting appointment.

350
351 **Section 10.4 - No Loss In Seniority**

352 Inability to work because of approved leave or other time off (excluding education leave
353 in Section 24.6), shall not result in the loss of seniority rights.

354
355 **ARTICLE XI - DISCIPLINE AND DISCHARGE**

356
357 Employees shall not be disciplined, suspended, or discharged without good cause. A
358 suspension shall not exceed thirty (30) days. Written notice of the discipline,
359 suspension or discharge and the reason(s) for the action shall be given to the employee
360 within twenty-four (24) hours. A grievance that may result from such action shall be
361 considered waived unless presented in writing within five (5) days of the receipt of the
362 notice by the employee. If the parties agree, or the arbitrator finds that such discipline,
363 suspension, or discharge was improper, such disposition of the matter may be made as
364 appears proper.

365
366 **ARTICLE XII - RULES AND REGULATIONS**

367 The City may establish reasonable work rules and regulations.

369
370 All employees in the bargaining unit shall be provided with a copy of the Rules and
371 Regulations of the Department.

372
373 The Chief shall post a notice at least ten (10) days prior to the implementation of any
374 new change in the Rules and Regulations.

376 Employees are subject to the Drug Free Workplace and Drug Testing Policies as
377 developed by the Chief of the Department for purposes of reasonable cause testing. In
378 addition, employees provided with unrestricted access to departmental property and
379 evidence storage areas that contain controlled substances, will be subject to random
380 testing as outlined in the policy.

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ARTICLE XIII – ADDITIONAL ASSIGNMENTS

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Section 13.1 - Acting Pay

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When Management assigns an employee to a temporary position in a higher paying classification and the assignment will last for at least one (1) work week, the employee will be paid the wage scale as if he/she were in that position for the initial week and for the duration of the assignment.

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Section 13.2 – Canine Duty

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- Department members assigned to be a canine handler(s) must commit to a five (5) year term, at the discretion of the Chief of Police. The handler's work shifts will be determined by the Chief.
- The department agrees to pay for the upkeep of the canine including necessary equipment, veterinary care, supplies, and housing as authorized by the Chief. If the program is discontinued, all items listed above will revert to the department.
- The City will provide kenneling for the canine while the handler is away from home, on vacation or other authorized leave.
- The City agrees to compensate the handler \$150 per pay period for caring for the animal.
- The Handler will be given a take home squad to be used according to departmental regulations.

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Section 13.3 – Training Officers and Field Training Officers

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Designated Training Officers and Field Training Officers shall be paid a one dollar (\$1.00) per hour premium in addition to their base rate of pay for actual hours performing training officer duties as authorized by the Chief or their designee.

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In addition, designated Field Training Officers shall be eligible to receive one day off (8 hours) for each field training phase completed as authorized by the Chief or their designee. These additional days will be scheduled at the discretion of the Chief or their designee and must be used within six (6) months of receipt. These days are not eligible for payment and will be forfeited if not used within the parameters as outlined above.

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Section 13.4 – Community Policing Team

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A Community Policing Team position is completely voluntary. No WPPA member will be forced into becoming a member of the Community Policing Team.

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ARTICLE XIV - GRIEVANCE PROCEDURE

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Section 14.1 - Grievances

- A.) A grievance is a complaint by an employee or group of employees for whom the Association is the bargaining agent, which involves the interpretation or application of any of the provisions of this Agreement. All grievances must be presented in writing and all replies to grievances shall likewise be in writing.
- B.) No grievance shall be eligible for handling hereunder unless proceedings to that end shall be begun within fifteen (15) calendar days after Management has been initially consulted concerning the problem and has given a decision which is not satisfactory to the grievant.
- C.) Grievances shall be processed through the following procedure:
 - Step 1 - First level of supervision having jurisdiction over the situation and the authority to settle the grievance. (Supervisor)
 - Step 2- The Chief of Police.
 - Step 3 - The City Administrator.
- D.) Grievance meetings will be held within fifteen (15) calendar days after the receipt of either the original grievance or an appeal from any one of the steps to a grievance.
- E.) The Management agrees to provide the Association with a decision within fifteen (15) calendar days following a grievance meeting. If the decision is not provided within this time limit, the grievance will automatically be eligible for further appeal.
- F.) If the grievance is not submitted by the Association to the next level within fifteen (15) calendar days following the receipt of the Management's decision, it will not be eligible for further appeal.
- G.) The time periods specified in this Article may be modified by mutual consent.
- H.) A list of authorized Association representatives who may present a grievance will be provided to Management by the Association.

Section 14.2 - Arbitration

- A.) Arbitration shall be limited to situations which involve a grievance not settled at Step 3, unless otherwise specified in this Agreement. Arbitration shall be limited to interpretation and application of this contract but shall not include the suspension or removal of an employee who is subject to S.S. 62.13(5), Wisconsin Statutes, or the suspension, discharge or non-retention of a probationary employee under Article IX, Probationary Periods.

- 463 B.) An arbitration shall not commence until the grievance has been processed through
464 Step 3 of the grievance procedure and the disposition is not satisfactory to the
465 dissatisfied party. Notice of intent to arbitrate will be presented in writing to the
466 Police and Fire Commission within thirty (30) days of the date of Management's
467 last answer.
- 468 C.) A party requesting arbitration shall submit a written request to the Wisconsin
469 Employment Relations Commission for a panel of an odd number of arbitrators. A
470 copy of this request shall be simultaneously sent to the other party. The parties
471 shall alternately strike names from the list. The party requesting arbitration shall
472 make the first strike.
- 473 D.) Each party shall bear the expense of preparing and presenting its own case. The
474 compensation and expenses of the arbitration and the incidental expenses of the
475 arbitration proceeding mutually agreed to in advance shall be borne equally by the
476 City and the Association.
- 477 E.) The arbitrator shall not possess authority to assess damages or punitive payments
478 against either party to the other. In rendering the decision, the arbitrator shall
479 confine the decision to the specific issue in question.
- 480 F.) The arbitrator shall have no authority to add or subtract from or reform the
481 provisions of the contract between the parties.
482

483 **EMPLOYEE BENEFITS**

484 **ARTICLE XV - COMPENSATION SCHEDULE**

485 **Section 15.1 - Calculation of Wage Increase**

486 All percentage, across-the-board wage increases will be calculated as follows:

- 487
- 488 A. Percentage increase multiplied to the existing hourly wage to establish a new hourly
489 wage.
490
- 491 B. New hourly wage rate multiplied by 1.5 to establish the overtime rate.
- 492 C. New hourly wage rate multiplied by 1950 to establish the annual rate.
- 493 D. The annual wage divided by 26 to establish a bi-weekly amount.
- 494 E. Employees are required to participate in the direct deposit program for all wage
495 payments.
496

497 **Section 15.2 - Lateral Entry Program**

498 A newly hired employee who is currently employed as a full-time police officer in
499 Wisconsin (or another State and has passed DOJ's reciprocity exam) and having
500 completed a minimum of three years of service in this capacity (excluding academy
501 time), is eligible for starting wage to reflect the individual's years of full-time sworn
502 officer service, up to a maximum of seven years. Future pay increases will be based
503 upon these prior years of service combined with service in the SPPPA union and will
504 occur on their anniversary date.
505

506 **ARTICLE XVI - UNIFORM ALLOWANCE**

507
508 **Section 16.1 - New Employees**

509 The City agrees to pay \$1,000 as an initial clothing allowance to a newly hired employee.
510 Terminating probationary employees will be required to reimburse the City a portion of
511 this allowance based upon a monthly proration.

512
513 **Section 16.2 - Regular Employees**

514 After completion of one (1) year of continuous service, each employee will receive a
515 uniform allowance of \$700 per year. The payment will be made annually on the last
516 payroll in January. The uniform allowance must be used for clothing and equipment
517 used during the duty hours. A specific list of authorized items of clothing and
518 equipment will be furnished by Management.

519
520 **Section 16.3 - Body Armor**

521 The City agrees to provide funding for new (non-refurbished) body armor or outer vest
522 carrier to all employees. The specifications of the body armor purchased shall not be
523 lower than a Threat II level with the City paying up to \$1,000 per body armor.
524 Replacement by the City shall be made pursuant to manufacturer's specifications. The
525 City will not be required to replace the body armor until the warranty expires or is
526 damaged in the line of duty.

527
528 An employee may purchase body armor with a greater threat level than II. If the
529 employee elects to purchase body armor costing more than \$1,000, the employee is
530 responsible for the balance.

531
532 Employees must purchase body armor upon notice from the Chief of Police or designee
533 and must provide proof of purchase identifying the make, model, and threat level. The
534 employee is responsible to ensure the armor is within departmental specifications. All
535 employees are required to wear the body armor as part of their daily uniform with the
536 following exceptions:

- 537 A.) Detective/plain clothes (but must have protective jacket available at all
538 times);
539 B.) Special assignments as approved by the Chief of Police. Examples
540 include, but not limited to, training, court duty, community policing, and light
541 duty status.

542
543 The requirement to wear body armor may be waived (permanently or temporarily) for
544 medical reasons only. A signed physician or licensed health care provider's order may
545 be required.

546
547 Non-probationary employees are allowed to take the unexpired vest with them upon
548 leaving employment.

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Section 16.4 - Reimbursement of Damaged Articles

The City agrees to reimburse employees for damaged personal articles in accordance with and to the extent provided for under current City policy as set forth in the City of Sun Prairie Police and Procedure Manual.

ARTICLE XVII - OVERTIME

Section 17.1 - Off-duty Court Time

When not on duty, employees will be compensated at the rate of time and one-half (1.5) for all time spent involving a court appearance, including travel time beginning from the Sun Prairie Police Department at the time of departure and return to same. A minimum of three (3) hours shall be paid for all court appearances other than Municipal Court. A minimum of two (2) hours shall be paid for all court appearances made in Municipal Court. If court proceedings conclude before the minimum times specified above, employees will not be required to perform additional tasks for the remainder of the time.

Section 17.2 - Other Overtime

All other overtime hours scheduled or required by management outside of normal duty hours will be compensated at the rate of time and one-half (1.5). Any employee who works in excess of twelve (12) continuous hours shall be compensated at two (2) times the normal rate of pay after twelve (12) hours to completion of that shift.

Section 17.3 - Standby Pay

It is the understanding of both parties that the employees within the Criminal Investigation Bureau or detectives, will work a 5-2, 5-2, 4-3 work schedule with Saturday and Sunday as regular days off.

Employees within the Criminal Investigation Bureau on investigative standby will limit their activities while on standby so as to be able to respond to the station.

- A. By telephone or radio within 15 minutes of receiving the notification.
- B. And be able to respond, in person, to the Sun Prairie Police Department within 50 minutes of acknowledging the notification.

Employees in the Criminal Investigation Bureau on investigative standby will be provided a department issued cell phone and will be allowed the use of an assigned unmarked police vehicle. Operation of the vehicle will be limited to use within the City of Sun Prairie for official business only. Only employees or other department employees authorized by the City will be allowed to operate and/or occupy Department vehicles.

591 The employee on standby is considered the primary respondent to calls; however, this
592 does not preclude a detective or Department Management from utilizing other
593 employees as needed.

594

595 Weekend Investigative Standby – Employees within the Criminal Investigation Bureau
596 will be assigned to investigative standby on a rotating basis. In the event Bureau staffing
597 falls below three (3) employees, the vacant slot(s) in the rotation cycle will be covered
598 by management or qualified employees.

599

600 Employees on standby will be compensated at a rate of two (2) hours of overtime pay
601 for each on-call weekend. A weekend of investigative standby shall be defined as the
602 time period from 10 p.m. on Friday until 6 a.m. on the following Monday. Employees in
603 the Criminal Investigation Bureau will be allowed to switch weekends with other
604 employees in the Bureau with the approval of the supervisor of the Criminal
605 Investigation Bureau.

606

607 Weekday Investigative Standby – Weekday investigative standby will be on a voluntary
608 basis only and employees in the Criminal Investigation Bureau will not be forced to take
609 that responsibility.

610

611 Voluntary weekday standby will be filled on a month-to-month basis. Employees in the
612 Criminal Investigative Bureau may sign up for weekday standby with the following
613 guidelines:

614

615 I. The weekday standby signup will occur as follows:

616

617 1. Employees in the Criminal Investigation Bureau will first have the
618 opportunity to sign up for weekday standby for the week that precedes
619 their weekend standby. (i.e. if detective A has weekend standby for
620 Friday January 15 to Monday January 18, then that detective will have
621 first opportunity to sign up for any number of days during the entire
622 preceding week of January 11 through January 15).

622

623 2. Employees in the Criminal Investigation Bureau wishing to sign up for
624 on-call meeting the above criteria need to enter their request into the
625 scheduling software before the 1st of the month for any weekday on call
626 occurring during that month.

626

627 3. Any weekday on call not signed up for by the 1st of each month will be
628 open and available for any detective to take.

628

629 II. Weekday standby will begin at 6 a.m. Monday and end at 6 a.m. Saturday.
630 Each standby day will consist of 24 hours. Detectives will be compensated one
631 (1) hour of overtime pay for each 24-hour period of weekday standby. Note:
632 There may be two detectives on standby from 10 p.m. Friday to 6 a.m. Saturday
633 (voluntary sign up).

634

635 III. If an employee in the Criminal Investigation Bureau signs up for weekday
636 standby, it will be their responsibility to find replacement coverage if they
637 cannot fulfill the responsibility.

638

639

Section 17.4 - Compensatory Time

640 Overtime shall be paid in cash provided, however, that the employee may elect to take
641 compensatory time off in lieu of cash subject to approval of the Chief of Police, or
642 his/her designee. Cash/Grant funded overtime must be in pay and not compensatory
643 time. Department members may request a specific amount of time off (usually referred
644 to as comp. time off) for a given date(s). The requesting person must have accumulated
645 enough compensatory time to equal or exceed the requested time off. Personnel
646 should request time off in sufficient advance notice to ensure assignment continuity as
647 determined necessary. Requests for time off should generally be made not less than
648 seventy-two (72) hours in advance. Requests which result in overtime, which result in
649 an unacceptable level of service, as determined by the Chief or his/her designee, or
650 which contribute to a backlog in work for the requesting employee (e.g., report writing,
651 special projects, etc.) will not generally be approved, absent exceptional circumstances.
652 Such compensatory time off shall be in the proportion of time and one-half (1.5), that is
653 one and one-half (1.5) hours of compensatory time for each hour of overtime. Each
654 employee shall be allowed to accumulate sixty (60) hours on the books that can be
655 taken off as compensatory time. On the first pay date in December, employees shall
656 be allowed to designate comp time hours to be paid out based upon their balance at the
657 time or carry time forward not to exceed forty (40) hours. All compensatory time
658 carried over into the following calendar year must be used as time off.

659 Department members will receive a pay out of their comp bank as outlined:

- 660 • First paycheck in December as indicated above.
- 661 • Prior to receiving a promotion. All hours will be paid on the pay period prior to
662 their promotional date.
- 663 • Upon termination of employment as an officer with the Sun Prairie Police
664 Department.
- 665 • Employees may indicate on their timesheets a choice to pay out comp time.

666

667

Section 17.5 - Overtime Computation

668 Compensation for overtime shall be paid at the rate of one and one-half (1.5) times the
669 regular hourly rate of pay. The hourly rate of pay is to be determined by dividing the
670 annual salary by 1950 hours.

671

672

Section 17.6 - Call Back

673 An employee who is called in to work overtime that was not previously scheduled shall
674 receive a minimum of two (2) hours pay at time and one-half. If an employee, who has
675 arrived at the station to work and prior to the start of a scheduled shift, is placed in a
676 duty status, the employee shall be reimbursed at the rate of time and one-half for the
677 time actually worked. (An employee arriving for work 20 minutes early may be placed in
678 duty status and paid 20 minutes overtime.)

679

Section 17.7 - Volunteer Activities

680 Employees who are performing volunteer activities at department-sanctioned events
 681 will be considered to have been on duty in the event of injury. In the event an
 682 employee is injured he/she will be placed in pay status retroactive to the start of the
 683 event. Volunteer activities are defined by the Chief of Police. At this time, the volunteer
 684 activities are, but not limited to, the annual youth baseball trip and the after-school
 685 youth basketball program.

686 In the event an employee is injured and a claim for worker's compensation coverage or
 687 40.65 (disability) coverage is denied due to pay status, the City agrees to assume liability
 688 for the benefits the employee would have received had the claim been approved. The
 689 Chief of Police shall designate in writing that an activity is covered under this section at
 690 the time a solicitation for volunteers is made.

691

692

Section 17.8 – School Liaison Officer

693 If the School District requests the School Liaison Officer to work hours outside of the
 694 normal workday (i.e. school sporting events security, dances, parades, etc.) and they are
 695 unable to work the additional hours, such overtime assignment will be made available
 696 to other bargaining unit members based upon seniority.

697

698

Section 17.9 – FLSA Overtime

699 Any overtime that is earned over 171 hours in a 28-day cycle needs to either be used in
 700 compensatory time within 26 pay periods or it will be paid out in cash.

701

702

ARTICLE XVIII - VACATIONS

703

704

Section 18.1 - Vacations

705 Vacation time is accrued annually on an employee's anniversary date (based off of initial
 706 hire), and shall be based on the following schedule:

707

Duration of Employment	Days Off
Start	10 days
After two years	14 days
After five years	19 days
After 10 years	23 days
After 15 years	28 days

708

709

Section 18.2 - Scheduling

710 Vacation time may be taken one day at a time in any part of an employee's work week.
 711 Vacation times will be scheduled by the Chief and must be consistent with the
 712 requirements of the Department to maintain needed coverage and service.

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Section 18.3 - New Employees

New employees will be eligible to take vacation upon completion of field training. Vacation awarded in the first year will not be paid out if an employee fails to complete their probation period.

Section 18.4 - Carry-over Provision

Employees will only be allowed to accumulate unused vacation time and carry it into the following anniversary year if prior written approval is granted per city policy.

Section 18.5 - Vacation Requests

1. The City shall post within the first ten (10) calendar days of December a notice advising personnel to submit their first choice, second choice and third choice vacation request for the upcoming calendar year.
2. Vacation requests may be taken one day at a time in any part of the employee’s workweek. First, second, and third choice vacation requests may be a minimum of one day or a maximum of two weeks (twelve days). Vacation days must be continuous with the only interruption being regularly scheduled off days.
3. Vacation requests submitted as provided in #1 above shall be considered on the basis of department seniority. All such requests shall be honored provided that the request does not result in coverage below the minimum coverage standards set by the Chief for the day requested. The disposition of all such vacation requests shall be posted by January 1st of the new year.
4. All vacation or other time off requests, including compensatory time and holiday time off requests, will be considered in the order in which received (date and time) as follows:
 - a. Requests which do not result in coverage of less than two officers above the minimum staffing levels set by the Chief for the day requested shall be approved.
 - b. Request which do not meet the requirements for approval under paragraph 4.a. shall not be acted on more than sixty (60) days prior to the day requested.
5. All other provisions of the Police Department’s current Time Off Request policy not inconsistent with this Section shall continue to remain in full force and effective.

Section 18.6 - Lateral Entry Program

A newly hired employee who is currently employed as a full-time police officer in Wisconsin (or another State and has passed DOJ’s reciprocity exam) and having completed a minimum of three years of service in this capacity (excluding academy time), is eligible for vacation to reflect the individual’s years of full-time sworn officer service, up to a maximum of seven years.

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ARTICLE XIX - HOLIDAY PAY

Section 19.1 - Holiday Bank

Employees shall receive a holiday bank of eleven (11) holidays, for a total of eighty-eight (88) hours. Hours attributable to a named holiday (as listed under section 25.2) shall be credited as of January 1st of each year, but shall not be considered earned until the holiday occurs and unless the employee is in active-duty status (i.e. not on an unpaid leave of absence or layoff) on the date the holiday is observed. The remaining three (3) holidays accumulate on a prorated basis each year (1 day every 4 months).

Employees are allowed to use the bank of hours at any point in the calendar year. However, if an employee leaves employment (or takes a position outside of this unit) they will be required to reimburse the City for any holiday time taken prior to the actual accrual date. In addition, new employees will only be given a pro-rated holiday bank to reflect the actual holidays that occur during their first year of employment as well as a proration of the remaining three (3) holidays (1 day every 4 months).

Time off pursuant to this section may be taken in accordance with the provisions of Article 18, Section 18.2. On the first pay date in December, employees shall be allowed to designate Holiday hours to be paid out based upon their balance at that time. Holiday hours not paid out, must be used prior to December 31.

Section 19.2 - Holidays

Employees shall receive time and one-half for all hours actually worked on the following named holidays. Employees shall also receive double-time for all overtime hours worked on the following holidays:

- | | |
|------------------------------------|---------------|
| New Year’s Day | July 4th |
| Martin Luther King Jr. Day | Labor Day |
| Easter Thanksgiving Day | |
| Memorial Day (observed) | Christmas Day |

This premium must be taken in pay.

Section 19.3 - Floating Holiday

In addition to the holidays listed in Section 19.2, each employee shall be entitled to one (1) paid floating holiday per calendar year. The holiday shall be taken in accordance with the provisions of Article 18, Section 18.2. The holiday shall be eight (8) hours at straight time.

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ARTICLE XX - SICK LEAVE

Section 20.1 - Sick Leave

For every month of completed service, the City will credit the employee with one (1) day of sick leave to be paid at the full rate of pay with a maximum sick leave accumulation of one hundred and forty (140) sick days.

Sick Leave is defined as an employee's absence from duty because of a mental health condition, illness, or injury. In addition, an employee may use accrued sick leave to provide medical care to a member of his/her immediate family. Immediate family is defined as the employee's significant other; and all family members as defined under the limits of the State and Federal Family Medical Leave Acts.

Sick Leave used for diagnostic treatment, dental procedures or optical services shall be approved by management a minimum of 48 hours before the scheduled appointment. Sick Leave may be taken in increments of one-half (1/2) hour. If more than three (3) consecutive sick days are used, a written note may be requested by the department to be provided by the employee's physician.

Accrued time off, including vacation, compensatory, personal, or holiday time, may be substituted for sick leave as identified in the current labor agreement and as allowed under the State and Federal Family Leave Acts. Nothing contained herein allows employees to use sick leave in order to circumvent the processes in place to authorized accrued time off.

Section 20.2 - Limited Use of Sick Leave

Any employee using fewer than three (3) sick days in a calendar year shall be entitled to an additional vacation day to be taken during the next calendar year.

Section 20.3 - Bereavement Leave

Regular full-time employees shall be allowed leave without loss of pay for bereavement leave. Regular part-time employees would be eligible for leave based upon their regular scheduled hours.

- Five days of bereavement leave is allowed for the death of a parent, spouse, child, brother, sister, and grandparent of the employee.
- Three days of bereavement leave is allowed for the death of a great-grandparent, grandparent-in-law, grandchild, parent-in-law, brother-in-law, sister-in-law, step parent, step child, and relative of the employee or spouse living in the employee's house.
- One day of bereavement leave is allowed to attend the funeral or memorial service of an aunt, uncle, cousin, niece, or nephew of the employee.

836 **ARTICLE XXI - HEALTH AND WELFARE**

837
838 **Section 21.1 - Health Insurance**

839 The City shall pay one hundred (100%) percent of the lowest health insurance plan
840 option for family and single coverage. Coverage shall begin on the first day of the
841 following month of employment.

842
843 Effective December 31, 2026, the employee shall pay \$50/month for single coverage
844 and \$100/month for family coverage of the lowest health insurance plan option for
845 family and single coverage.

846
847 **Section 21.2 - Dental Insurance**

848 The City shall pay one hundred (100%) percent of the lowest dental insurance plan
849 option for family and single coverage. Coverage shall begin on the first day of the
850 following month of employment.

851
852 **Section 21.3 - Retirement**

853 Pension Plan: Employees shall be covered under the State of Wisconsin Retirement
854 Fund in accordance with Chapter 40 of the Wisconsin Statutes. Pension Contribution:
855 All employees will pay the employee-required portion to the Wisconsin Retirement
856 Fund.

857
858 **Section 21.4 - Worker's Compensation**

859 The City shall pay full-time employees eligible for Worker's Compensation for temporary
860 partial or temporary total disability for injury or sickness arising out of his/her
861 employment with the City paying the difference between their regular pay and the
862 amount paid by Worker's Compensation. Payments under this section shall not be
863 deducted from sick leave.

864
865 **Section 21.5 - Post Employment Health Plan**

866 The City agrees to participate in the Post Employment Health Plan ("Plan") for WPPA
867 employees. In accordance with the terms and conditions of the Plan's Participation
868 Agreement, a copy of which is on file in the City Administrator's Office. Additionally,
869 upon retirement with 20 years of service with the City, 100% of the Eligible Employee's
870 accumulated (sick leave) balance shall be contributed to the Plan.

871
872 **Section 21.6 - Life Insurance**

873 A.) Regular full-time City employees shall have life insurance coverage (life and
874 accidental death and disability) equal to one times their annual salary. The City
875 shall pay the full cost of this premium. Eligibility shall begin in the first day of the
876 month following a full month of employment.

877
878 B.) Regular full-time City employees shall be eligible to participate in a dependent life
879 insurance program. The employee shall pay the entire cost of the premium

880 through payroll deductions if the employee decides to participate. Employee
881 participation shall be on a voluntary basis.

882

883 C.) Regular full-time City employees shall be eligible to participate in a Supplemental
884 Life Insurance Program. The employee shall pay the entire cost of the premium
885 through payroll deductions if the employee decides to participate. Employee
886 participation shall be on a voluntary basis.

887

888

Section 21.7 - Deferred Compensation Program

889 Regular full-time and regular part-time City employees shall be eligible to participate in
890 the City's Deferred Compensation Program. Participation shall be on a voluntary basis
891 and shall be subject to the rules of the Deferred Compensation Program as set forth in
892 the Plan documents.

893

894

Section 21.8 - Health and Welfare

895 Regular full-time City employees shall be eligible to participate in the City's Flexible
896 Benefit Program. Participation shall be on a voluntary basis and shall be subject to
897 complete and continuous compliance with the rules established in the plan Document
898 and those established by the Internal Revenue Service.

899

900

Section 21.9 - Income Continuation Insurance

901 Effective January 1, 1995, regular full-time and regular part-time City employees shall be
902 eligible to participate in the Wisconsin Public Employer's Income Continuation Insurance
903 with the City paying the one hundred eighty (180) day premium rate.

904

905

ARTICLE XXII - NIGHT DIFFERENTIAL

906

907 The City agrees to pay a night differential of fifty cents (\$.50) per hour for the hours
908 worked between 6:00pm and 10:00pm and sixty cents (\$.60) per hour for the hours
909 worked between 10:00pm and 7:00am.

910

911

ARTICLE XXIII - LONGEVITY

912

913 Longevity pay is calculated on November 1 of each year and paid on the first pay day in
914 December. After five (5) years of continuous service, the employee shall be entitled to a
915 longevity bonus in addition to the employee's regular pay in the sum of two hundred
916 fifty and no/100 dollars (\$250.00) and an additional sum of fifty and no/100 dollars
917 (\$50.00) per year for each additional year of continuous service.

918

919 The longevity pay shall be included in the comp time payment issued on December 1st.

920

921 **ARTICLE XXIV - LEAVES OF ABSENCE**

922 **Section 24.1 - In General**

924 Except as otherwise provided by applicable state or federal law, all requests for unpaid
925 leaves of absence shall be in writing and, to the extent possible, set forth the requested
926 period of the leave.

927
928 Except as otherwise provided, all leaves shall be without pay. Leave requests shall not
929 be arbitrarily denied. No formal leave of absence shall exceed two (2) years.

930
931 **Section 24.2 - FMLA Leave**

932 Employees eligible for leave under state or federal Family and Medical Leave Act laws
933 shall be entitled to leave in accordance with those laws. Requests for extensions
934 beyond the time provided for under applicable state or federal law shall be submitted in
935 writing at least thirty (30) calendar days before the end of the leave.

936
937 **Section 24.3 - Religious Observances**

938 Employees who are required to be absent from work because of religious observances
939 will be allowed leave except where doing so will cause an undue hardship on the City.

940
941 **Section 24.4 - Military Service**

942 All regular employees shall be entitled to a leave of absence for military service in
943 accordance with applicable state and federal laws. Employees have the option of being
944 paid the difference in pay between their normal compensation and military pay, up to a
945 maximum of 15 days each year.

946
947 **Section 24.5 - Association Activity**

948 Represented employees may be granted leave without pay according to the other
949 agreements in this contract.

950
951 **Section 24.6 - Educational Activity**

952 Employees may request an unpaid leave of absence to enroll in approved educational
953 programs.

954
955 **Section 24.7 - Returning From Leave Without Pay**

956 Employees must notify their supervisor one (1) week in advance of their intent to return
957 from leave without pay exceeding forty (40) hours to ensure timely entry into the
958 payroll and scheduling system. The employee's supervisor may request medical
959 certification of the employee's fitness to return to work where the absence was due to
960 the employee's own serious health condition. Employees returning from an approved
961 FMLA leave shall be reinstated in accordance with applicable law.

962

Section 24.8 - Rights Upon Return From Leave Of Absence

963
964 An employee shall be granted the right to be returned to his/her position or one of like
965 nature or to a position in a counterpart pay range for which the employee is qualified to
966 perform the work, after being given the customary orientation provided for newly hired
967 employees on the expiration of the leave without pay or sooner if agreeable with the
968 supervisor. If it is found necessary to fill the position during the interim, and there is no
969 other position of like nature vacant, the new employee shall vacate the position upon
970 return of the absent employee subject to layoff, transfer, or demotion rights. If the
971 position has been abolished, the employee shall be given consideration for any vacant
972 position in the same or counterpart pay range for which the employee is qualified to
973 perform the work after customary orientation. If no such vacant position exists, the
974 employee shall be treated as if he/she has been restored to the previous position and
975 provisions for making layoff shall apply. Such leave without pay shall not interrupt the
976 seniority or cancel the unused accumulated sick leave of the absent employee.
977 Employees returning from an approved FMLA leave shall be reinstated in accordance
978 with applicable law.

Section 24.9 - Absence Without Approved Leave

- 979
980
981 A.) An absence of an employee that is not authorized under these provisions shall be
982 considered as an absence without leave and may be grounds for disciplinary action
983 or termination.
984
985 B.) If an employee fails to return from an authorized leave of absence within five (5)
986 days of his/her scheduled return date, this action may be treated as job
987 abandonment, and the date the leave of absence expires shall be considered the
988 last day of employment.

ARTICLE XXV - JURY DUTY

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992 Any employee required to report for jury duty shall receive his/her normal wages for
993 each day the employee is absent from work not to exceed thirty (30) working days per
994 calendar year, as a result of such jury duty. To be eligible to receive his/her normal
995 wages the employee must do the following:

- 996
997 A.) Upon being selected for jury duty, the employee must inform his/ her immediate
998 supervisor of his/her jury duty selection and provide his/her immediate supervisor
999 with the dates that he/she will be serving on jury duty. (A copy of the jury duty
1000 selection letter shall be given to the supervisor.)
1001
1002 B.) The employee shall return to his/her immediate supervisor any check(s) received
1003 from or through the Clerk of Courts for such jury duty service.
1004

1005 Once an employee starts his/her jury duty, he/she must contact his/her immediate
1006 supervisor prior to the start of each workday. Unless they are sequestered, the

1007 immediate supervisor shall be informed if the employee will be reporting to work or to
1008 jury duty. Any employee required to report to jury duty but who is released from jury
1009 duty prior to the end of the employee's normal workday shall immediately return to
1010 his/her place of work.

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ARTICLE XXVI - LIGHT DUTY

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1014

Section 26.01 - Light Duty Assignment

1015 An employee who is temporarily unable to perform his/her regular job duties as
1016 determined by a physician, may request a light duty assignment. An employee who is
1017 determined to be physically capable of working in some capacity other than his/her
1018 normal job capacity may be assigned such work within the Police Department as may be
1019 beneficial to the City, unless the employee has requested FMLA or WFMLA leave for the
1020 same period of time as to when the City proposes to assign him/her other duties. Light
1021 duty may consist of a change in job assignment, modification of job duties, change in
1022 scheduled hours or a combination of any of these changes.

1023 All requests for Light Duty shall be submitted to the employee's immediate supervisor in
1024 writing at least 24 hours before the expected start of Light Duty. Such requests shall be
1025 supported by a written medical opinion from a licensed physician clearly identifying all
1026 temporary job restrictions and the duration of such restrictions. Light duty assignments
1027 shall be subject to prior approval by the Chief of Police and shall be based upon existing
1028 Police Officer work which meets the employee's job restrictions and does not interfere
1029 with the Department's normal operation. Nothing in this section shall constitute a
1030 guarantee of work or pay in lieu of work during the period of the temporary-medical
1031 condition, and all Light Duty assignments must reflect a proper utilization of personnel
1032 as determined by the Chief of Police.

1033

1034 During period of temporary medical condition of less than ten (10) consecutive calendar
1035 days, the employee may be authorized by the Chief of Police to remain in his/her
1036 current position while being relieved of duties which are restricted by the employee's
1037 physician, provided the employee can still be productively used. Where the period of
1038 temporary medical condition is reasonably anticipated to be ten (10) or more
1039 consecutive calendar days, the employee shall submit, prior to commencement of any
1040 light duty, a statement from the employee's physician describing, in detail, what the
1041 employee's restrictions are and the duration of those restrictions so that appropriate
1042 reassignment, if available, can be made.

1043

1044 Said physician's statement shall clearly identify the job duties that cannot be performed
1045 by the employee as the result of the temporary medical condition. The physician shall
1046 use the City's position description for the employee's position as a basis for identifying
1047 what job duties cannot be performed. Failure to submit the required information shall
1048 result in the Light Duty request not being reviewed and the employee shall not be
1049 permitted to report to work. Furthermore, upon written request by the Chief of Police
1050 it shall be the employee's responsibility to furnish timely medical information regarding

1051 the employee’s continued need for Light Duty or any changes in the employee’s
1052 condition. Failure to provide such information within seven (7) calendar days may result
1053 in termination of the Light Duty status. An employee may use accrued sick leave,
1054 vacation or compensatory time to supplement a part-time schedule while on approved
1055 light duty status.

1056
1057 **ARTICLE XXVII - AMENDMENT AND SAVING CLAUSE**

1058
1059 **Section 27.1 - Amendments**

1060 This agreement may be amended by mutual consent of the parties. Such amendments
1061 shall be in writing.

1062
1063 **Section 27.2 - Savings**

1064 If any Article or Section of this Agreement shall be held invalid by operation of law or by
1065 any tribunal of competent jurisdiction, or if compliance with or enforcement of any
1066 article or section shall be restrained by such tribunal, the remainder of this Agreement
1067 shall not be affected thereby, and the parties shall enter into immediate collective
1068 negotiations for the purpose of arriving at a mutually satisfactory replacement for such
1069 article(s) or section(s).

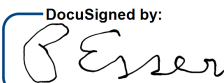
1070
1071 **Section 27.3 - Supersede**

1072 The provisions within this Agreement supersede any previous Agreement, resolution,
1073 etc. affecting wages, hours and conditions of employment for the employees covered.

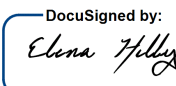
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1075 **Signatures**

1076
1077
1078 **City of Sun Prairie**

**Sun Prairie Professional
Police Association**

1079
1080 DocuSigned by:
1081  12/7/2023
1082 2C417D8DF66F438...
Paul Esser, Mayor

DocuSigned by:
 11/26/2023
CE835DB043AC487...
Luann Alme, Business Representative

1083
1084 DocuSigned by:
1085  12/7/2023
1086 18462FE8F2094B8...
Elena Hilby, City Clerk

1087
1088
1089 **Bargaining Team Members for City**
1090 Mike Steffes, Police Chief
1091 Kathleen McDaniel, City Attorney
1092 Brenda Sukenik, Human Resources Director
1093 Gabriela Alcaraz, HR Business Partner

WPPA Bargaining Team Members
Cathleen Schultz
Jeremy Rademacher
Scott Bartnick
Chris Jauch
Mackenzie Miller

1105 **Memorandum of Understanding on Vacation Requests**

1106

1107 The City of Sun Prairie and the Wisconsin Professional Police Association are parties to a
1108 collective bargaining agreement covering non-supervisory sworn law enforcement
1109 officers, and agree to the following additional terms for the trial period noted:

1110

1111 **1. Intention.** The parties are entering this MOU with the express intention to reduce
1112 involuntary shift switches. This change will increase the city’s overtime liability, which is
1113 budgeted to be covered by a 22% increase in the overtime budget for 2024 and by using
1114 vacancy savings.

1115

2. Terms of Agreement

1116

a. Vacation Requests. For the duration of the MOU, the city will continue the
1117 practice that each officer’s first three requests will be processed by minimum
1118 coverage standards set by the Chief for the day, pursuant to the current
1119 collective bargaining agreement. Vacation requests outside of an officer’s first,
1120 second, and third picks, including compensatory and holiday time off requests,
1121 will be processed by date received based on minimum coverage standards set by
1122 the Chief for each shift.

1123

b. Approval of Additional Requests. If an officer makes a request outside of their
1124 first three vacation picks, the request will be approved as follows:

1125

i. Request made 60 days or more prior to the date: The request will be
1126 approved so long as the shift is staffed at least one officer above coverage
1127 standards for the shift.

1128

ii. Requests made less than 60 days in advance. Requests made less than 60 days
1129 in advance will not be approved unless the shift will be staffed to at least the
1130 coverage standard set by the Chief.

1131

iii. Counting of staff. Each shift may have one officer out on benefit leave (defined
1132 as FMLA, administrative leave, light-duty, work-comp, military, bereavement,
1133 caregiver, paid parental, or jury duty) whose absence does not count towards
1134 the coverage standards of staffing level.

1135

c. Exigency Days. For the duration of this MOU, each patrol officer will be granted
1136 one exigency day per calendar year. This day will be granted regardless of
1137 staffing levels, except for blackout dates. The officer must provide at least 48
1138 hours notice to use an exigency day and may not identify the day until after the
1139 first three rounds of vacation picks have been made. Only one officer may use
1140 exigency leave per shift. The first request submitted will be the request
1141 approved.

1142

1143

A member must use 12 hours of vacation or holiday time for the 8 hour exigency
1144 day. An employee using an exigent day will only be charged eight hours of leave
1145 time if it was not necessary to utilize overtime to maintain the staffing levels set
1146 by the chief and the employee notifies the patrol lieutenant within 72 hours of
1147 the shift.

1148

1149 Exigency leave is not permitted to be taken on the following dates:

1150

- 1151 • CornFest
- 1152 • December 24-31
- 1153 • Halloween (2nd shift)
- 1154 • Holidays in the agreement
- 1155 • Dates set by the Chief six months in advance

1156

1157 Detectives are not permitted to take exigency leave. PSLOs and DLOs are only
1158 permitted to take exigency leave if assigned to patrol for that shift.

1159

1160 **3. Non-Precedential.** This MOU does not create a precedent, constitute a binding
1161 practice, or create any obligations beyond 2026.

1162 **4. Effective Date.** This memorandum will become effective beginning with vacation
1163 picks for 2024.

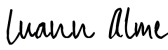
1164 **5. Meet and Confer.** The parties agree to meet at least once each year to discuss the
1165 effectiveness of this MOU and any operational issues. The first meeting will occur before
1166 May 1, 2024.

1167 **6. Extension.** This memorandum of understanding will only be extended by written
1168 agreement.

1169

1170


1171

WPPA
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 11/26/2023
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Business Agent
 DocuSigned by:

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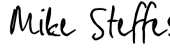
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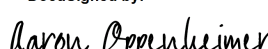
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Union Representative

1178

City of Sun Prairie
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 11/26/2023
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Chief of Police
 DocuSigned by:

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City Administrator

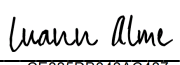

Memorandum of Understanding on Juneteenth Day

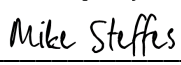
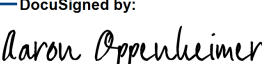
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The City of Sun Prairie and members of the Sun Prairie Professional Police Association (SPPA) have agreed to the following condition during bargaining for the 2024-2026 Contract.

It is agreed that if the City adds Juneteenth Day as a designed City Holiday for non-union employees, the day will also be added to list of Holidays in Section 19.2 of the WPPA contract to provide the employees with a premium for all hours actually worked.

This agreement shall be effective upon ratification of the 2024-2026 contract and shall carry forward until the conditions above are met this language can be incorporated into a future contract.

WPPA
DocuSigned by:

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Business Agent
DocuSigned by:

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Union Representative

City of Sun Prairie
DocuSigned by:

F4598BAC1EB042B...
Chief of Police
DocuSigned by:

04C0EEC709C84E1...
City Administrator