



**A G E N D A**  
**CITY OF WAUPUN NEGOTIATIONS COMMITTEE**  
**MEETING**  
Waupun City Hall – 201 E. Main Street, Waupun WI  
Tuesday, September 24, 2019 at 5:00 PM

**CALL TO ORDER**

**ROLL CALL**

**PERSONS WISHING TO ADDRESS THE NEGOTIATIONS COMMITTEE**--*State name, address, and subject of comments. (2 Minutes)*

**CONSIDERATION - ACTION** *(Roll Call)*

1. WI Professional Police Association - Waupun Police Department Local 317 Successor 2020-2022 Bargaining Agreement Adoption

**ADJOURNMENT**

*Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.*

09/18/19  
1438

M/V  
09/18/19  
2:41 p.m.

2:36 p.m.

September 18, 2019  
**TENTATIVE AGREEMENT OF THE CITY OF WAUPUN AND  
WAUPUN POLICE DEPARTMENT, LOCAL 318, WPPA  
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

1. **Term.** Discuss duration of the successor agreement to be determined based on economic and non-economic provisions of agreement.
2. **Wages.** The City will offer a fair wage during the contract term and may propose to adjust the wage schedule based on economics.

- a. 2020: January 1, 2020 3.0%
- b. 2021:
  - i. First pay period after April 1, 2021 1.5%
  - ii. First pay period after October 1, 2021 1.0%
- c. 2022:
  - i. First pay period after April 1, 2022 1.5%
  - ii. First pay period after October 1, 2022 1.0%

3. **Article XII, Section 12.08 – Compensatory Time.** Change Section 12.08 to reflect that compensatory time not used by December 1 will be paid on a payroll in December. Comp. Modify the following paragraph to state as follows

Employees shall be allowed to carry-over up to forty-eight (48) hours, of compensatory time past December 1 of the prior year. Carry-over hours are to be used by April 1 of each year; or shall be paid out to the employee.

4. **Article XXI, Section 21.01 – Hospital and Medical Insurance.** Change the employer premium contribution from 92.5% as follows:

2020:	January 1, 2020	90.0%
2021:	January 1, 2021	89.0%
2022:	January 1, 2022	88.0%

5. **Article XXVIII, Section 28.01 Wisconsin Retirement Fund, Section 28.01.** Increase the employee share of the WRS contribution to the full employee contribution by adjusting the employer share of the employee contribution from 4.0% as follows:

2020:	January 1, 2020	3.0%
2021:	January 1, 2021	2.0%
2022:	January 1, 2022	1.0%
	December 31, 2022 (end of day)	0.0%

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

- a. **Article XV, Section 15.08.** Change XVII reference to XV in Section 15.08.
- b. **Article XXI, Section 21.05 –** Delete the sentence “Employees will be afforded the opportunity to participate in a 125K Plan.” Create the sentence “Employees will be afforded the opportunity to participate in a Section 125 Plan” and place it at the end of the first paragraph of Article XXI, Section 21.01

- c. Page 26: Section 1.06. The individual assigned responsibility for juvenile investigators Police School Liaison Officer will receive an additional fifty cents (\$0.50) per hour.

7. **Article II Negotiations. Section 2.01:** Negotiations shall proceed in the following manner: The party requesting negotiations shall notify the other party in writing of its requests by the 15th day of July of the year during which this contract shall expire. ~~Within thirty (30) days of the request for such meeting,~~ The parties shall will meet to exchange initial proposals by August 1 and may exchange written initial proposals prior to and the first negotiations-session. Negotiations shall proceed pursuant to Wisconsin Statutes, Section 111.70.

8. **Article VI - FAIR SHARE AGREEMENT Dues Deduction.** Section 6.01 The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

Section 6.02 It shall be WPPA/LEER's responsibility to obtain dues authorization forms approved by the employer from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.

Section 6.03 The employer shall notify the local Association representative or WPPA of all new hires of the bargaining unit within 10 days of their start date.

Section 6.04 The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from 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.

Section 6.05 Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.

Section 6.06. 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 WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

Section 6.07 It is expressly understood and agreed that WPPA/LEER will refund to the Employer any dues erroneously deducted by the Employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify, defend and hold harmless the Employer against any and all third party claims, demands, suits, orders, judgments or other forms of liability against or incurred by the Employer, including all costs of defense and attorney's fees, which may arise out of the action taken or not taken by the Employer's compliance with this Article, provided that the defense of such claims,



demands, suits or other forms of liability shall not be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of the Article through representatives of the Employer's own choosing and at its own expense.

9. **Article VIII – Seniority:** The City may hire external applicants and set initial compensation and vacation at a higher step than the lowest rate, as determined in the discretion of the City, but 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 applicant's wage step shall determine the amount of vacation due the applicant. Lateral transfer hires may accrue one day of vacation for each full month worked and that vacation time may be used as earned during the first calendar year of employment. Then on January 1, the officer will be credited with the full amount of vacation that is in direct correlation with the pay step at which they were hired to then be accrued over the course of the year per Section 14.02. Employee seniority shall be determined by Article VIII. The lateral applicant shall be advanced twelve (12) days of sick leave on date of hire and, after completion of the first full year of employment, an additional twelve (12) days of sick leave, with the understanding that no further sick leave will accrue until the month of employment that follows the month in which the same number of sick hours would have accrued naturally. Thereafter, they will accrue sick leave in accordance with the provisions Article 15. Such sick leave provided herein is not considered earned until the month has passed and any leave used in excess of leave that would otherwise be earned shall be deducted from any final paychecks or repaid to the City in the event the employee leaves employment before such time is considered earned.