

Agreement between the

**TOWN OF ROME**

and the

**ROME PROFESSIONAL POLICE ASSOCIATION**

**WPPA/LEER**

**2022 - 2025**

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## AGREEMENT

This Agreement made and entered into at the Town of Rome, Wisconsin, by and between the Town of Rome as the municipal employer, hereinafter referred to as "Employer," and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, hereinafter referred to as the "Association," as the representative of certain employees who are employed by the Town of Rome Police Department.

Both of the parties to this Agreement are desirous of improving employee efficiency and quality of service to the Employer and the public and are desirous of reaching an understanding with respect to the employer/employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work and conditions of employment.

### ARTICLE 1 - MANAGEMENT RIGHTS

Section 1.01 - The employees recognize the right of the Employer to operate and manage their affairs in all respects in accordance with the ordinances of the Town of Rome, the Constitution of the United States, and the State of Wisconsin and the Wisconsin Statutes.

Section 1.02 - The Employer shall have the right to determine the kind and amounts of service to be performed as pertains to the department operations and the number and kinds of employees to perform such services provided, however, that all bargaining unit work shall remain within the bargaining unit, except that the Chief of Police may do bargaining unit work and, except that regular part-time personnel in the department may assist in bargaining unit work when directed by the Chief of Police or his/her designee provided that this shall not replace a bargaining unit member or be used for the purpose of denying overtime, except as otherwise outlined in this agreement.

Section 1.03 - Employees shall comply with all reasonable work rules. Said rules and regulations shall be in writing and shall be posted on the Employer's premises at a designated location where they shall be visible to all employees. A copy of said rules and regulations and any changes thereof shall be sent to the Association.

Section 1.04 - Any changes in wages, hours, or working conditions contrary to the provisions of this Agreement shall be negotiated between the Town Board and the Association prior to

implementation.

## ARTICLE 2 - RECOGNITION

Section 2.01 - The Employer hereby recognizes the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association as the sole and exclusive bargaining agent for all regular full-time employees of the Town of Rome Police Department, to include Patrol Officers and Patrol Sergeants, but excluding all supervisory, managerial and confidential personnel.

## ARTICLE 3 - ASSOCIATION ACTIVITY

Section 3.01 - Association business may be conducted by the Association Representative within the Town of Rome during work hours in such a way as not to interfere with the operation of the employer without loss of pay. The Association Representative shall give advance notice to the Chief of Police or his/her designee before engaging in Association business.

Section 3.02 - The Association shall have the right to post Association material on a designated portion of the bulletin board on the Employer's premises.

Section 3.03 - Association meetings for purposes of collective bargaining may be attended by the Association Representative during work hours subject to recall to work and provided that such Officer does not hamper the efficient operation of the Police Department.

## ARTICLE 4 - SENIORITY

Section 4.01 - Seniority shall be determined by the Officer's length of service as of the first date of permanent employment by the Employer.

Section 4.02 - All new Officers shall be on probation until they have worked 2080 hours. If the Officer proves unsatisfactory or unfit for continuance in the service during the probationary period, the Officer shall be terminated.

Section 4.03 - Layoffs shall be subject to seniority within the department: last hired, first laid off; last laid off, first called back.

Section 4.04 - An Officer's accumulation of time worked will be terminated if the Officer is discharged. If he/she is laid off, he/she shall retain his/her seniority for two (2) years after lay-off.

## ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.01 - Definition: The term "grievance" means a dispute between the Employer and the Association concerning the interpretation, application or violation of this Agreement. All days referred to in this article shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays listed in this contract. Furthermore, all time limits in this procedure may be extended by mutual agreement of the parties.

Section 5.02 - Procedure: A grievance shall be handled in the following manner:

Step 1: An Officer who has a grievance shall within ten (10) working days from the date such grievance arises or from the date he/she has knowledge thereof, whichever occurs first, report such grievance to the Chief of Police or his/her designee. The Chief of Police or his/her designee shall respond within ten (10) working days. If it is a matter which relates to suspension, demotion, or discharge, a written request for a hearing must be submitted to the Police and Fire Commission requesting a hearing. After a matter related to any other discipline is heard by the Town Board, the grievant may elect to appeal the decision of the Town Board to arbitration as provided under Step 5, below, of this grievance procedure. The standard of review for arbitration of a disciplinary appeal by the grievant under Step 5, below, shall be for "just cause."

Step 2: If the grievance is not satisfied in Step 1, it shall be reduced to writing and submitted to the Chief of Police or his/her designee within ten (10) working days. The Chief of Police or his/her designee shall respond in writing within ten (10) working days.

Step 3: If the grievance is not satisfied in Step 2, it shall be presented to the Town Administrator in writing within ten (10) working days. The Town Administrator shall respond in writing within ten (10) working days. In case of a vacancy of the Town Administrator position the grievance shall proceed to Step 4.

Step 4: If the grievance is not satisfied in Step 3, it shall be presented to the Town Board in writing within ten (10) working days. The Town Board shall respond in writing within ten (10) working days.

Step 5: If the grievant is not satisfied with the decision in Step 4, he/she may request that the grievance be determined by an arbitrator. Notification of this decision must be sent to the Town Board within ten (10) days of receiving the answer from the Town Board or within ten (10) days of when the answer from the Town Board was due.

Step 6: Arbitration - Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator who shall be appointed from the staff of the Wisconsin Employment Relations Commission (W.E.R.C.). The arbitrator appointed by the W.E.R.C. shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of the hearing the arbitrator shall render a written decision to both parties which shall be final and binding except for judicial review. The arbitrator shall have no authority to add to or modify the terms of this Agreement.

Section 5.03 - Each party shall be responsible for any and all costs and out-of-pocket expenses incurred by the individual party except for the cost of the arbitrator/arbitration which shall be paid for equally by the parties.

## ARTICLE 6 - DISCIPLINE

Section 6.01 - Whenever an Officer has reason to believe that discipline may result from a meeting with the Chief of Police or his/her designee, he/she shall have the right to have an Association representative present if he/she so chooses. An Association representative may be present at the settlement of any disciplinary matters without loss of pay.

Section 6.02 - Any Officer who receives a written warning or is demoted, suspended or discharged shall receive a written statement of the reasons for the disciplinary action, a copy of which shall be presented to the Association and to the Police and Fire Commission.

### Section 6.03 - Personnel Procedures:

- (a) An Officer shall have the right to inspect the entire contents of his/her personnel file as defined in Wisconsin Statutes 103.13.
- (b) An Officer shall have the right to copies of any material placed in his/her file at no cost to the Officer.

Section 6.04 - Officer Files: Written reprimands shall not be used for progressive discipline after 36 months from the date of reprimand.

#### ARTICLE 7 - HOURS OF WORK WEEK, HOURS AND OVERTIME

Section 7.01 Work Schedule: The annual work schedule shall consist of either one of the following schedules at the sole discretion of the Chief of Police repeating work cycle: 2080 hours year schedule as follows: 2 days (12 hours each) on duty followed by 2 days off duty, followed by 3 days (12 hours each) on duty followed by 2 days off duty, followed by 2 days (10 hours each) on duty followed by 3 days off duty (2/2,3/2,2/3). The normal workday (shift) shall consist of either 12 or 10 hours as listed above. The day shift on Monday, Tuesday, Friday, Saturday, and Sunday is 5:00 am-5:00 pm. The day shift on Wednesday and Thursday is 5:00 am-3:00 pm. The evening shift on Monday, Tuesday, Friday, Saturday, and Sunday is 5:00 pm-5:00 am. The evening shift on Wednesday and Thursday is 7:00 pm -5:00 am. The 2,184 hours per year schedule shall be the same as outlined above with the exception of Wednesdays and Thursdays will be 12 hour shifts as the 12 hour shifts 5:00 am-5:00 pm, 5:00 pm-5:00 am. The extra (4) hours will be compensated at straight time. The work year for all Officers shall consist of 2,080 or 2,184 hours.

Relief shift Officers (formerly Power Car) will work 2,080 hours per year consisting of thirteen (13) twenty-eight (28) day cycles. These 28-day cycles will consist of 160 hours of regularly scheduled duty hours. The Relief shift Officer(s) shall not be scheduled more than three (3) consecutive weekends. Relief shift Officer(s) will flex their work schedule with 72-hour notice. Relief shift Officer(s) will be scheduled ten (10) or twelve (12) hour shifts.

The Sergeant shall flex hours with 72-hour notice to accomplish boat patrol administrative duties, boat patrol training, manage, evidence room, and to attend meetings as assigned (CRT, Drug Free Adams County, I-Team, Crisis, traffic safety, and MSTC meetings

Officers that volunteer for group assignments to task forces, county groups, school groups (CRT, Drug Free Adams County, I-Team, Crisis, traffic safety, and MSTC meetings) will flex hours when possible to attend those assignments. Overtime for such assignments shall be approved in advance by the Chief of Police.

Shift start and end time may be changed by the Chief of police to cover open shifts.

There will be a paid one-half hour lunch period during which time the Officer shall be on call. The Officer shall be allowed two (2) fifteen-minute paid breaks per shift. There shall be a minimum of at least ten (10) hours between scheduled work shifts for any one Officer. Except in an emergency situation, no officer will work more than sixteen and one quarter (16.25) consecutive hours.

Officers shall select their crew and/or shift annually by seniority every year. Shift bids will be posted, for signup, by the Chief of Police on November 1<sup>st</sup> and the posting will come down on November 15<sup>th</sup> of each year. The said selection shall become effective the pay period in which January 1<sup>st</sup> falls in the following year. In the event the Chief of Police determines a change from the current shifts (12 hours and 10 hours) is needed to straight 12 hour shifts to meet the demands of the department, Officers shall be allowed to reselect their shifts by seniority. Officers will be allowed to change shifts and/or days off with one another. Officers trading shifts shall notify the Chief of Police or his designee prior to the day of the shift trade. Under no circumstances may an Officers shift be changed for disciplinary purposes.

**Section 7.02 - Overtime:** All Officers who work in excess of their regular scheduled work day or work in excess of their regular work cycle shall receive one-and-one-half (1 ½) times the straight hourly rate for all overtime hours worked. Except as listed in Article 27 – Bargaining Unit Work, scheduled overtime for open and/or extra shifts shall be offered to the full time Officers by seniority with the most senior Officer available being offered the overtime first. If none of the available officers accept the overtime, the least senior available Officer will be required to work the overtime.

**B. When Officers are needed to assist with active calls or fill other immediate shift vacancies (example sick time, duty officer needing assistance, Chief calling another car to relieve active duty Officer) full time Officers will be called in by seniority starting with the most senior Officer who resides in the Town of Rome. If no Officers in the Town of Rome are available, Officers residing outside the Town of Rome will be contacted by seniority. If none of the available full time Officers accept the overtime, part-time Officers will be allowed to work the overtime. If none of the available Officers accepts the overtime, the least**

senior available full time Officer will be required to work the overtime.

C. The Officer working overtime shall have the alternative to be paid for such overtime at the rate of one-and-one-half (1 ½) times the hourly rate for the number of hours of overtime worked, or compensatory time off at the rate of one-and-one-half (1 ½) times the number of overtime hours worked.

1. Officers' requests for compensatory time off shall be granted at the discretion of the Chief of Police. The maximum accumulation of compensatory time shall not exceed one hundred (100) and all accumulated compensatory time shall be paid to the Officer on the last pay day in December of each year.

Section 7.03 - Call In Pay: Call time is defined as a request to return to duty at some time other than the regularly scheduled starting time unless the duty is scheduled prior to departure from the officer's last scheduled shift. The officer's listed phone called, unless the officer has reported to the Chief of Police he/she will be out of town. The pay for call time shall be two (2) hours pay at the regular rate, plus time-and-one-half (1 ½) pay for actual hours worked, with a one hour minimum. An officer called at home and offered overtime but refuses the overtime will not be entitled to call time.

Section 7.04 - Court Pay: All Officers of the Police Department who report for Court duty during off-duty hours, shall be compensated at the rate of one-and-one-half times the Officer's hourly rate, the minimum of which shall be two (2) hours at time-and-one-half. Any Officer not receiving notification of cancellation less than twenty-four (24) hours in advance shall receive the two (2) hours minimum call-in pay.

Section 7.05 - Stand-By Pay: Any Officer who is ordered to be on a stand-by status by the Chief of Police or his/her designee, shall be compensated for that time at his straight time rate of pay, except as provided by FLSA. A stand-by status is defined as a period of time when the Officer shall be available for duty when contacted. The Chief of Police or his/her designee shall be notified by the Officer of his/her whereabouts at all times while in this status in order that the Chief of Police or his/her designee may rapidly communicate and order any and all Officers to duty.

Section 7.06 - Training School: Officers attending in-service training, schools (excludes Wisconsin's Law Enforcement Standards Board preparatory law enforcement training, i.e. "Basic Recruit Academy"), and range training, approved by management, shall be compensated for all the hours attended, including travel time. If the training is on a regular scheduled workday and it is not practical for the Officer to work the remainder of his/her complete scheduled shift, the Officer will be paid for his/her complete scheduled shift. Training hours in excess of the regular scheduled work day or in excess of the regular work cycle shall be paid at the rate of one and one-half (1.5) times the straight hourly rate. The Chief of Police may change the Officers weekly/biweekly schedule to a Monday thru Friday business hour schedule (8 a.m. thru 5 p.m.) for the purpose of attending training.

Section 7.07- Special Assignments: Officers that agree to participate in special assignment as requested by the Chief of Police will be compensated in the form of Compensatory Time for the actual hours worked multiplied by 1.5. Assignments under this section will be in writing between the Officer involved and the Chief of Police prior to the start of the said assignment. Time earned under this section shall be taken as time off during the current schedule year, or carried over with approval of the Chief of Police.

Section 7.08- Reimbursable Grants/Mutual Aid: Upon award of a reimbursable grant or reimbursable mutual aid, the shifts shall be divided equally to all full time Officers. Officers will be allowed to sign up for shifts based on seniority. Officers signing up for the shift will select the entire shift, if no Officer accepts the entire shift, shifts may be split between Officers with mutual agreement. If a shift goes unsigned, the Chief of Police or his/her designee may adjust shift hours so the shift can be filled or ordered, in a rotating fashion, starting with the least senior available Officer. For this section Officer includes the Chief of Police.

## ARTICLE 8 - WAGES, SHIFT DIFFERENTIAL, AND LONGEVITY

Section 8.01 - Wages shall be paid according to the wage scale attached hereto as Appendix "A".

Section 8.02 - A shift differential of eighty cents (\$0.80) will be paid for any hour worked from 7 p.m. to 7 a.m.

Section 8.03 - All Officers shall receive longevity pay subject to the following schedule, terms and conditions:

A. Schedule:

- 1) \$8.00 per month after the fifth year of continuous full-time employment.
- 2) \$19.00 per month after the tenth year of continuous full-time employment.
- 3) \$30.00 per month after the fifteenth year of continuous full-time employment.
- 4) \$41.00 per month after the twentieth year of continuous full-time employment.
- 5) \$52.00 per month after the twenty-fifth year of continuous full-time employment.

B. Longevity payments shall be paid annually, on the last pay day in December of each year. Officers who leave the bargaining unit during the year shall receive their longevity pay and said payment shall be on the paycheck which covers their last work day in the bargaining unit.

Section 8.04 – Officer assigned as Evidence Technician will receive a total payment of \$1,000.00 to be paid on the first pay period in December. Payment will be prorated per month if assignment is changed to a new officer.

Section 8.05 – Meal Reimbursement – Whenever an employee is required to leave the Town of Rome as a condition of employment on Town business over a meal period, said employee will be paid the listed per diems.

Breakfast	Leave before 7:00 am	\$10.00
Lunch	Leave before 11:00 am	\$15.00
Dinner	Return after 5:00 pm	\$25.00

Section 8.06 – Lateral Entry –

A. Minimum Qualifications are:

1. Currently employed as a full-time police officer and have a minimum of three (3) years continuous service in this capacity. (Excludes Academy time).
2. An exemplary work history.

3. Certified or certifiable by the State of Wisconsin Law Enforcement Standards Board.
4. At least 21 years of age at the time of application.
5. High School graduation.
6. Have sixty (60) college credits at the time of hire.
7. A valid driver's license.
8. No criminal record.

**B. Compensation and Benefits:**

The lateral entry officer may, at the Town of Rome's sole discretion, be entitled to the wage commensurate with the Officer's prior full-time experience, not to exceed the current Patrol Officer's wage, upon probationary completion. The lateral entry officer may receive, at the Town's sole discretion, up to one hundred 100% percent of current Patrol Officer Wage during the probationary period, thereby waiving Article 8.01 of the Labor Agreement.

Additionally, the Officer's may receive vacation to up to maximum of six years on the vacation scale, or 120 hours, waiving Article 15 Vacation.

**C. Other Benefits:**

Any other contractual benefits or privileges the Town may wish offer a lateral entry Officer shall be mutually agreed upon by the WPPA local 102 prior to an offer of employment.

Under no circumstance will seniority dates under Article 4.01 be changed from the actual date of hire of a lateral entry Officer.

Under no circumstances will any benefit in the labor agreement be decreased.

**D. Written offer of employment:**

Under this agreement any lateral entry officer shall be provided with an offer of employment from the Town that specifically addresses any benefit offered that is greater than listed for an entry level officers under the WPPA local 102 labor agreement.

**Section 8.07 – Special Duty Wages**

A. Academy Student – 70% Academy time is not counted in the one-year probationary period.

## ARTICLE 9 - UNIFORMS

Section 9.01 - The Employer shall provide each full-time Officer with a complete uniform, including ballistic vest and department approved firearm. Ballistic vest shall be replaced by the Employer at the expiration specified by the manufacturer if the officer agrees to wear the vest on a daily basis during his/her patrol duty, subject to a eighty-five (85) degree heat exemption. Officers will receive a uniform allowance of seven hundred and fifty dollars (\$750.00) each January 1 in years 2022-2025 for the purchase of uniform items. Officers shall be allowed to order uniforms from the approved uniform lists and submit the invoice for payment to the Chief of Police until the Officers' allowance is depleted. The Chief of Police will provide an updated approved uniform list each January. Officers who have uniform allowance left at the end of a calendar year shall be allowed to carry a maximum of four hundred dollars (\$400.00) of the unused money into the next year. Uniform allowance balances will be capped at \$ 1,150. Money in excess of that will be forfeited. Replacement of required uniform and equipment will be as required and/or needed, as determined by the Chief of Police.

Section 9.02 - If at any time while in the performance of his/her duties an Officer so damages, destroys, or loses any personal property, the Employer will pay the total cost of such replacement or repair, provided, however, any damage, destruction, or loss was not caused by negligence of the Officer. Disputes will be resolved using the grievance procedure.

Section 9.03 - The employer will pay for dry cleaning of uniforms at a dry-cleaning facility chosen by the Town. Officers will be allowed to launder two uniforms per week. Jackets/Coats will be allowed once per year or as approved by the Chief of Police.

## ARTICLE 10 - LEAVE OF ABSENCE

Section 10.01 - Approved Leave: Any Officer desiring a leave of absence from his/her employment shall secure written permission from the Chief of Police. The maximum leave of

absence shall be for thirty (30) days and may, at the sole discretion of the Chief of Police, be extended for like periods. Written permission for extension must be secured from the Chief of Police. The Officer must make suitable arrangements for continuation of health insurance payments before any leave may be approved by the Chief of Police. At the Officer's option, any leave of absence taken may be deducted from the vacation credits of the Officer taking such leave. Any such leave of absence shall be without pay and no accumulation of benefits during the time off.

## ARTICLE 11 - SICK LEAVE

### Section 11.01 - Sick Leave

A. Full-time employees shall accrue 8 hours of sick leave for each month or major fraction of a month of employment with no limit on accumulation. If time-off is charged toward sick leave it shall be on an hour-to-hour basis.

B. Use of sick leave shall be allowed when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. When such leave extends beyond three (3) consecutive working days, a statement from the attending physician or other qualified medical professional, certifying to the nature and seriousness of the illness/injury shall be furnished to the Immediate Supervisor, with the exception of an employee who is

hospitalized due to illness/injury.

If an employee is unable to report to work she/he shall notify the department prior to the start of the work day or as soon as possible thereafter, but no later than 30 minutes after the start of the normal work day. If an employee is unable to complete the full work day due to unexpected illness, the Immediate Supervisor should be notified prior to the employee leaving the work place. Any unauthorized absence or failure to give notice may result in disciplinary action.

C. Appointments and Family Illness - With prior Immediate Supervisor approval, sick leave may be used for the employee's medical or dental appointments or to attend to members of the employee's immediate family who are ill. Immediate family includes; spouse, children, parents, established significant other, and other members of the employee's household.

D. When illness/injury occurs prior to or within a period of a scheduled vacation, the period of illness may be charged as sick leave at the discretion of the Immediate Supervisor upon written request by the employee accompanied by a doctor's certificate.

E. When accrued sick leave is exhausted, or when sick leave is requested in excess of accrued sick leave, accrued vacation time will be used in lieu of sick leave.

F. Sick Leave Conversion - When eligible for retirement under the Wisconsin Retirement System and upon actual retirement, an employee will receive Retirement Sick Leave Conversion Benefits (RSLCB) as paid-up Town health insurance monthly premiums on accumulated sick leave with no cap on accumulation.

#### Health Insurance Premium Payment

The Town will purchase the same health insurance for the retired employee as other Town employees receive until the RSLCB value is depleted or the employee reaches age 66, whichever comes first, at which time health insurance monthly premium payments made by the Town will stop. In the event an employee becomes eligible for Medicare, he/she shall be able to use the RSLCB credits for Medicare supplement insurance until said credits are depleted or he/she reaches age 66, whichever comes first. The RSLCB shall be calculated on the employee's pay rate at retirement multiplied by the number of sick days accumulated. In the event the premium account is depleted, the retired employee may continue to participate in the Town's health insurance program at her/his own expense.

### ARTICLE 12 - FUNERAL LEAVE

Section 12.01 -The Chief of Police shall grant an Officer funeral leave with pay for the purpose of attending the funeral of a member of the Officer's immediate family. Said leave shall not exceed three (3) days for any one funeral. A day of funeral leave shall be consistent with the Officer's normal work day. The funeral of more than one (1) person at any one time shall be considered one funeral. Immediate family shall be defined as: spouse of the Officer, his/her parents, parents-in-law, grandparents, children, brothers, sisters, brother-in-law, sister-in-law, aunts, and uncles of the Officer, established significant other, and any member of the Officer's household.

### ARTICLE 13 - CIVIL LEAVE AND JURY DUTY

Section 13.01 - An Officer shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body or commission in connection with Town business, or for the purpose of voting. In the case of jury duty, the Officer shall remit the jury fee to the Town. Payment to the Officer for expenses at the prevailing rate may be retained by the Officer. If the Officer does not remit the fee, they shall be considered to be on leave of absence without pay while performing jury duty. Officers on jury or witness duty are required to report to work if the jury or witness duty does not require the Officer to miss the Officer's work shift.

Section 13.02 - For justifiable reasons, a leave of absence without pay shall be granted an Officer, upon her/his request, to appear under subpoena or in her/his own behalf in litigation involving personal or private matters.

### ARTICLE 14 - MILITARY LEAVE

Section 14.01 - The Town will comply with all State and Federal laws regarding military leave for restoration of employment. Any rights accrued will not be interrupted by absence while on military leave. If re-employed, time spent in military service may be counted in computing years of service for annual leave.

Section 14.02 - Officers who are members of the National Guard or United States Military Reserve shall be granted temporary leaves of absence for required hours of duty or training. The Employer agrees to pay to Officers the differential between the military pay for such required duty or training and the Officers' regular straight time earnings for such period, but such differential pay shall be limited to a maximum of two (2) weeks' pay, less military pay, in anyone (1) year.

### ARTICLE 15 - VACATION

#### Section 15.01 - Vacation Time

A. Vacation accrues from the day an employee begins work, but it is a matter of administrative determination when an employee may be granted vacation time and in what amount. Work requirements as well as adequate and considerate treatment of an employee are determining factors. Vacation may be taken in advance of being earned provided the leave is approved by the Town Board. All absences from work not covered by compensatory

time or sick leave will be charged against vacation time.

B. Vacation Time shall be credited to each permanent full-time employee on January 1st of each year, as follows:

Employees hired before January 1, 2018

Two through five years:	80 hours per year
Six through eleven years	120 hours per year
Twelve through seventeen years	160 hours per year
Eighteen through twenty-three years	200 hours per year
Twenty-four through twenty-nine years	240 hours per year
Thirty years and over	280 hours per year

Employees hired after January 1, 2018

During First year	3.33 hours per
month After two through five years:	80 hours per year
After six through eleven years	120 hours per year
After twelve through seventeen years	160 hours per year
After eighteen through twenty-five years	200 hours per year
After twenty-six and over	240 hours per year

C. Requests for vacation time in excess of 24 hours or more must be submitted to the Chief of Police or his/her designee at least ten (10) calendar days in advance. A written request for vacation time in excess of two (2) weeks or more shall be submitted to the Chief of Police or his/her designee at least twenty (20) calendar days in advance.

D. The following vacation procedure will be followed in the selection of vacations:

- (1) Officers may be permitted to take all accrued vacation at once or to split the vacation on a daily basis. The Employer may require the Officer to split or defer vacation periods in order that the necessary functions of the Police Department be maintained. If an Officer must defer his/her vacation at the request of the Employer, it shall be carried forward and arrangements made for vacation allotment.

(2) A vacation schedule for the following year will be posted by the Chief of Police by December 1<sup>st</sup> and remain up until the last full pay period of December. Officers may select up to two (2) consecutive weeks of vacation (eighty hours (80)) which shall be granted by seniority.

(3) Vacation not selected according to paragraph (2) above will be granted on a seniority basis, provided that once a selection has been granted, a more senior officer may not over-ride a junior officer's selection.

(4) Once a vacation has been approved it shall not be canceled, except by mutual agreement of both parties.

E. If a Town non-work or recognized holiday falls within the vacation period, that day shall not be assessed against the vacationing employee.

F. Employees have the option to carry over up to eighty (80) hours of vacation into the next year. All hours carried over shall be used within that calendar year or will be lost without compensation. Chief of Police approval is needed to carry over more than eighty (80) hours of accrued vacation.

G. All lost time because of injury or illness shall count as time worked for vacation purposes; where the time lost exceeds one (1) year, additional time lost in connection with the same injury or illness shall count as time worked for vacation purposes.

H. In the case of death of a full-time employee, accrued annual leave shall be paid to the employee's designated beneficiary.

I. Terminating employees shall be paid for vacation accrued but not used; they will be assessed for vacation time taken but not earned.

J. Upon retirement, employees shall receive full vacation credits for the year, regardless of the date of retirement.

## ARTICLE 16 - HOLIDAYS

Section 16.01 - Full time Officers in the bargaining unit shall receive nine (9) paid holidays as follows:

New Year's Day	Good Friday
Memorial Day	Fourth of July

Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day
Easter	

Section 16.02 - For each of the holidays listed above, Officers will receive eight (8) hours pay. If the Officer works on the holiday, all hours worked will be paid at the rate of double (2) time. Any of the time in this section may be paid or accumulated equally as compensatory time, at the Officer's discretion. There shall be no pyramiding of overtime allowed under this section.

Section 16.03 - In addition to the nine (9) holidays listed above, Officers will receive two (2) personal days off with pay. Each personal day shall be equivalent to eight (8) hours.

Section 16.04 – Holiday hours are compensated in term of the normal workday, which begins at 12:00 a.m. and ends at 11:59 p.m. that night.

## ARTICLE 17 - INSURANCE

### Section 17.01 – Surgical and Medical Insurance:

A. The Employer shall pay 85% to 88% of the Adams County Tier One provider of the surgical, medical and prescription insurance plan premiums and the Officer shall pay 15% or remaining portion of the said premiums. Said insurance plan(s) shall include dental and vision coverage for all eligible Officers and the Employer shall pay 100% of the premiums for the dental and vision coverage.

Section 17.02 - Term Life: The Employer shall provide Wisconsin Group Life Insurance to Officers in the bargaining unit. The Employer shall pay the entire premium for each Officer enrolled in the plan. The coverage shall be equal to one times the annual salary.

### Section 17.03 - Conditions of Insurance:

A. The Employer shall continue to make its contributions for a period of twelve (12) months from the date last worked with respect to an Officer who is absent due to occupational illness or injury.

B. If an Officer is granted a leave of absence and desires to have his/her insurance coverage continued, he/she must pay the Employer, from the date of the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence.

C. The Employer shall make its monthly contributions for the month in which an Officer is laid off.

D. When an Officer is discharged for cause or voluntarily terminates his/her employment, the Employer shall make its contribution for the month in which such termination occurs and shall be required to make no further contribution as to that Officer.

E. When a laid-off Officer is reinstated, the Employer shall, if possible, make its required contribution for the month in which the Officer returns to work.

F. When an Officer who has been on leave of absence returns, the Employer shall make its required contribution beginning with the month following the Officer's return to work.

G. If an Officer is laid off, on leave of absence, pensioned or is disabled because of illness or injury beyond the period set forth in subsection (a) of this section or if an Officer is retired, the Employer will accept the monthly contribution from the Officer and remit such contribution to the insurance carrier so long as permitted by the carrier and terms of its coverage.

H. In the event of death of a member of the Police Department, while on duty or while traveling to and from his/her place of duties, by other than natural causes or by natural causes directly and approximately induced by performance of his/her duties, the Employer shall continue to make its contribution for a period of one (1) year on behalf of his/her spouse or dependents.

#### ARTICLE 18 - RETIREMENT CONTRIBUTION

Section 18.01 - The Employer shall make one hundred percent (100%) of the employer and Officer contributions towards the Wisconsin Retirement Fund. Each Officer shall be a participant in the Wisconsin State Retirement Plan as provided by Wisconsin Statutes and rules promulgated by the Wisconsin Retirement Fund Board.

Section 18.02 – Officers employed after July 1, 2011, shall contribute the employee's portion of WRS as determined by the Employee Trust Funds.

#### ARTICLE 19 - WORKER'S COMPENSATION

Section 19.01 - Officers who become entitled to and receive Worker's Compensation Benefits  
Rome Police 2022-2025  
November 4, 2021

under the appropriate sections of the Wisconsin Statutes as the result of an on-the-job illness or injury shall continue to receive their full pay for a period of one-hundred and sixty (160) calendar days. Compensation shall be from the first date of illness or injury and shall not count as sick days nor shall it be deducted from the Officer's accumulated sick-day account. Officers receiving Worker's Compensation Benefits shall endorse and turn over to the Town Clerk any such benefits and receive their regular pay in return. After one-hundred and sixty (160) calendar days the Officer may choose to receive the Worker's Compensation payment only, or deduct from the sick-leave bank an equal amount to make a full paycheck.

#### ARTICLE 20 - EDUCATIONAL INCENTIVE

Section 20.01 - In order to furnish an incentive for Officers of the Town of Rome Police Department who desire to participate in criminal justice educational programs on their own time, an educational incentive program is hereby established.

Section 20.02 - All Officers who have completed their probationary period as outlined in Section 4.02 and who desire to participate in this program shall submit their request to the Chief of Police for the Town Board approval, by July 15<sup>th</sup>, for the following year's classes, stating the school which they desire to attend, the subjects of instruction, the number of credits and the tuition costs for such attendance.

Section 20.03 - Upon successful completion of each course taken while employed by the Town the Officer shall present to the Chief of Police an official school record indicating at least a "C" or 2.0 on a 4.0 scale in the subjects taken in that semester together with an application for reimbursement of the tuition costs by the Town Board. In addition, the Officer shall submit documentary evidence indicating that the tuition costs have been paid by him/her. Upon compliance with the provisions of this section, reimbursement of the tuition costs of up to 9 credits per Officer per year shall be made by the Town Board. Upon approval of the Town Board, Officers may exceed the 9 credits per year. No reimbursement shall be made for tuition costs which have been paid under any veterans benefit program or other program of a similar nature.

Section 20.04 - Officers who have received reimbursement pursuant to Section 2.03 above, and who resign from employment with the Town, shall reimburse the Town according to the following schedule: resigns within one year of the reimbursement - 100% refund

resigns within two years of the reimbursement	-	75% refund
resigns within three years of the reimbursement	-	50% refund
resigns within four years of the reimbursement	-	25% refund
resigns after four years of the reimbursement	-	0% refund

Said reimbursement may be withheld from the Officer's final paycheck.

**ARTICLE 21 - SEPARABILITY, CONDITIONS OF AGREEMENT,  
AMENDMENTS AND SAVINGS CLAUSE**

Section 21.01 - This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

Section 21.02 - Neither party to this Agreement waives any rights possessed by it under state or federal laws, regulations or statutes. It is intended by the provisions of this Agreement that there be no abrogation or limits of the duties, obligations, or responsibilities of the Employer which are now provided for by the State Statutes. In the event of conflict between the provisions of this Agreement and such State Statutes, the latter shall, in all cases, be applicable and shall prevail.

Section 21.03 - The term "Officer" or "Officers" shall refer to all Officers whenever used unless specifically provided otherwise.

Section 21.04 - Any motions, resolutions, or ordinances hereto fore adopted by the Town Board and inconsistent with the foregoing provisions of this Agreement are hereby superseded by this Agreement.

Section 21.05 - This Agreement may not be amended, altered, or added to except by the mutual consent of the parties in writing.

Section 21.06 - If any article of the Agreement or an addendum thereto should be held invalid by operation of the law or any tribunal of competent jurisdiction, or of compliance with, or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining and negotiations for purposes of arriving at a mutually satisfactory replacement for this article.

**ARTICLE 22 - TERMINATION**

Section 22.01 - This Agreement shall become effective January 1, 2022, and shall continue until December 31, 2025, and shall be considered automatically renewed from year to year for Rome Police 2022-2025

successive one (1) year periods thereafter, unless by July 1st of the year terminating the contract either party shall serve written notice upon the other that it desires to renegotiate, revise or modify this Agreement. In the event such notice is served, the parties shall operate temporarily under the terms and provisions of this contract until a new contract is entered into.

### ARTICLE 23 - FAIR SHARE

Section 23.01 - All Officers in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No Officer shall be required to join the Association, but membership in the Association shall be available to all Officers who apply, consistent with the Association's constitution and bylaws.

The Employer shall deduct in equal installments from the monthly earnings of all Officers in the collective bargaining unit, except exempt Officers, their fair share of the cost of representation by the Association, as provided in Section 111.70 (1) (f), Wis. Stats., and as certified to the Employer by the Association. The Employer shall pay said amount to the treasurer of the Association on or before the 15th of the month in which such education was made. The date for the commencement of these deductions shall be determined by the Association; however, all Officers, except exempt Officers, shall be required to pay their full (annual) fair share assessment regardless of the date on which their fair share deductions commence.

(a) For purposes of this article, exempt Officers are those Officers who are members of the Association and whose dues are deducted and remitted to the Association by the Employer pursuant to Article 24 (Dues Deduction) or paid to the Association in some other manner authorized by the Association. The Association shall notify the Employer of those Officers who are exempt from the provisions of this article and shall notify the Employer of any changes in its membership affecting the operation of the provisions of this article.

(b) The Association shall notify the Employer of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the commencement of fair share deductions, (two weeks) prior to any required fair share deduction. The Association agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The

Association agrees to inform the Employer of any change in the amount of such fair share costs.

The Association shall provide Officers who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those Officers to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

The Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

#### ARTICLE 24 - DUES DEDUCTION

Section 24.01- Dues Deduction Forms: The Employer agrees to deduct monthly dues from the pay of Officers who individually sign voluntary check-off authorization forms supplied by the Association which shall include the following statement:

"I, the undersigned, hereby authorize the \_\_\_\_\_ to deduct  
from my wages each and every month my Association dues of  
\_\_\_\_\_ dollars (\$\_\_\_\_) and direct that such amount so deducted  
be sent to the Treasurer of the Association for and on my behalf."

This authorization shall be valid for the term of this contract or for one (1) year, whichever is less. This authorization shall be renewable in writing by giving notice to the Employer on or before January 1st. This authorization is revocable upon thirty (30) days written notice to the Employer and the Association.

Section 24.02 - Deductions: The Employer shall deduct the appropriate amount from the first paycheck each month of each Officer requesting such deduction following receipt of such statement and shall remit the total of such deductions to the Association in one lump sum.

Section 24.03 Indemnification: The Association will refund to the Officer involved any Association dues erroneously collected by the Employer and paid to the Association. The Association agrees to hold the Employer harmless from any claims or demands arising out of the Employer's compliance with the provisions of this article.

#### ARTICLE 25 - DEFENSE OF A MEMBER OF THE BARGAINING UNIT

##### BY THE TOWN ATTORNEY

Section 25.01 - The Employer shall authorize the Town Attorney and/or attorneys for any insurance company insuring the Employer to defend actions brought by third persons against any member of the bargaining unit based upon claims growing out of acts done in the course of employment or out of any alleged breach of his/her duty as a police Officer, unless such defense be provided under the terms of any applicable insurance coverage of the Employer. Any judgment obtained against such member of the bargaining unit will be paid by the Employer provided the member of the bargaining unit did not act in bad faith in the actions out of which such judgment arose. The Employer shall provide personal liability insurance for false arrest.

#### ARTICLE 26 - NO OTHER AGREEMENT

Section 26.01 - The Employer agrees not to enter into any other agreement, written or verbal, with the members of the Police Department, individually or collectively, which in any way conflicts with the provisions of this Agreement. Any such agreement would be null and void.

#### ARTICLE 27 - BARGAINING UNIT WORK

Section 27.01 - Bargaining unit work, including that assigned on an overtime basis, shall only be performed by bargaining unit personnel and the Chief of Police unless after advance notice has been given of the opportunity to perform such work or other reasonable efforts made by the Chief of Police fail to provide bargaining unit personnel for such work assignments. Should any bargaining unit member be laid off the Chief of Police shall not do any bargaining unit work.

Section 27.02 – Boat, snowmobile and ATV patrol duties may be performed by limited term Recreational Officers hired specifically for said recreational patrol duties providing that no full-time bargaining unit members are laid off.

Section 27.03- Part-time Officers may be utilized for filling vacation shifts and compensatory time sick leave consisting of three (3) or more consecutive days and training time consisting of two (2) or more consecutive days without offering said shifts to bargaining unit members. This section shall not apply if any full-time officers are laid off. Under this section a bargaining unit member will be considered laid off if his/her hours are reduced to any number less than 2,080 per year.

#### ARTICLE 28 - NO STRIKE

Section 28.01 - No Strike: The Association agrees for itself and its members that there shall be no direct or indirect picketing, strikes, sympathetic strikes, sit-downs, concerted acts of work stoppage, slowdown or refusal to perform any customarily assigned duties for the Employer. The Employer agrees there shall be no lockout during the life of this Agreement; it being the mutual desire of the parties to provide for uninterrupted, continuous and efficient law enforcement protection for the public.

#### ARTICLE 29 - BILL OF RIGHTS

Section 29.01 - Bill of Rights: The intent of this guarantee is to protect and preserve the rights of members of the Association in matters involving them and the Employer. These matters shall include investigations of misconduct involving investigation leading to criminal charges or violation of department policy, and the keeping of personal records.

Specific rights included in this guarantee are as follows:

(a) Whenever a member is under investigation by this or any other investigative agency, he/she shall have the following rights:

- (1) To be notified of the name and the official capacity, if any, of all persons present during any interrogation of him/her.
- (2) To be notified of the nature of the questioning before any questions are directed to him/her.

- (3) To be notified of the names of all complainants before any questions are directed to him/her, except in a John Doe or Grand Jury Hearing.
- (4) To have present another member, of his/her choosing.
- (5) To have present another member or an attorney, of his/her choosing.
- (6) To refuse to answer any questions if any of the above rights are denied him/her.
- (7) To be notified if any conversation is being recorded by either party prior to the conversation.

(b) With regard to the member's permanent personnel record, a member shall have the rights:

- (1) To view the contents of his/her file at his/her request and at a time consistent with the convenience of himself/herself and the Employer.
- (2) To be informed, upon inspection of his/her file, of the nature of any entries inserted in his/her record that he/she was not previously aware of.

(c) Management shall not place any reports dealing with internal police investigations that were proven to be unfounded or unmeritorious in the Officer's permanent record. Officers may attach their response to any and all complaints. The Employer will not require the Officer to take a polygraph test.

### ARTICLE 30 - MAINTENANCE OF BENEFITS

Section 30.01 - Any benefit presently in effect specifically referred to in this Agreement shall remain in effect for the duration of this Agreement unless mutually agreed upon between the parties.

### ARTICLE 31 - MILEAGE

Section 31.01 - When an Officer is required to use his/her personal vehicle for Employer business, the Employer shall pay for all miles traveled on behalf of the Employer at the current IRS rate.

### ARTICLE 32 - FITNESS

Section 32.01 – The Employer will still supply up to \$300 reimbursement for Sgt. Upton for single membership. If Sgt. Upton discontinues use and does not submit reimbursement, the

reimbursement will end. Fitness equipment in the two fitness rooms will be maintained and replaced if broken. Additionally, officers can use take home cars to travel back and forth to the fitness facility.

#### ARTICLE 33 - RESIDENCY

Section 33.01 - All Officers, upon completion of their probationary period, shall reside within a 30-mile radius of the Town of Rome boundaries.

#### ARTICLE 34 – FIELD TRAINING

When a Patrol Officer or Patrol Sergeant is assigned to serve as a Field Training Officer (FTO), the FTO shall receive \$1.00 per hour in addition to their normal rate of compensation while engaged in field training activities.

#### ARTICLE 35- LAY-OFFS

Section 35.01 - For the term of this agreement the Employer agrees not to lay off or furlough any member(s) covered by this Collective Bargaining Agreement.

#### ARTICLE 36- TOWN ISSUED PATROL VEHICLES

Section 36.01 – When resources allow Officers residing in and up to twenty miles (20) via public roadways outside the Town of Rome will be issued a take home patrol vehicle.

- A. Officers residing outside of the Town of Rome geographical boundaries shall pay a bi-weekly per mile fee as set each January 1<sup>st</sup> by the Town Board.
  1. Officers participation in this program is at will and they shall not be bound to participate in the out of Town take home patrol vehicle program.
- B. Officers residing outside of the geographical boundaries shall be the first to lose take-home vehicle privileges should the Town reduce the size of the vehicle fleet.
- C. Officers will not be compensated travel time outside of the geographical boundaries of the Town unless they are dispatched to an active call for service.
  1. Officers shall have the police radio and mobile data computer on at all times while traveling to and from the Town in a take home patrol vehicle.
  2. Officers shall answer radio calls for service assigned to them while they are

operating a take home patrol vehicle.

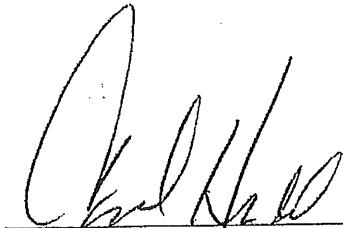
3. Officers will not receive call-in pay for calls assigned to them under this section.

### **ARTICLE 37- LIMITED TERM FULL-TIME OFFICERS**

Section 37.01 – The Town may hire and use limited term full-time employee(s) (LTE(s)) for additional resources during summer months.

- A. LTE employees are limited to six months of employment.
  1. At the end of the sixth month of employment, the Employer, in its sole discretion, will decide to retain, or terminate the LTE position.
  2. In the case of a part-time officer promoted to LTE the officer would be returned to on call part-time at the end of the six months at the part-time rate.
- B. LTE is not covered by the labor contract, except, for hours of work week. Any other benefit is as outlined in the current Town of Rome Personnel Manual.
- C. The rate of pay for an LTE shall be set at 80% of a regular full-time patrol officer pay as set by this agreement.
- D. Officers retained under this section as a permanent full-time officer shall be credited with time served as an LTE toward probation and seniority. Pay rates will however remain at 80% of regular full-time patrol pay for the first six months as a regular full-time officer and progression thereafter is as outlined in this agreement.
- E. The Association shall be notified of LTEs hired and terminated under this section.
  1. The Association shall not grieve the Town's decisions on retention or termination of LTEs hired or terminated under this section.

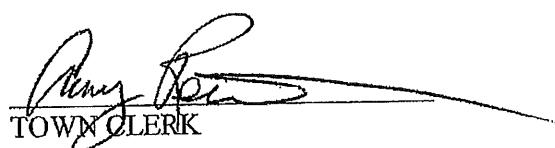
Dated this 4<sup>th</sup> day of November, 2021.



TOWN CHAIRMAN

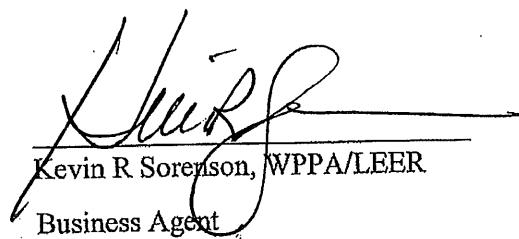


TOWN OF ROME PROFESSIONAL  
POLICE ASSOCIATION



TOWN CLERK

TOWN OF ROME PROFESSIONAL  
POLICE ASSOCIATION



Kevin R. Sorenson, WPPA/LEER

Business Agent

## APPENDIX "A"

<u>JANUARY 1, 2022 (4%)</u>	<u>HOURLY</u>	<u>ANNUALLY</u>
Patrol Officer	\$30.17	\$62,753.60
Sergeant	\$31.67	\$65,873.60

<u>JANUARY 1, 2023 (3%)</u>	<u>HOURLY</u>	<u>ANNUALLY</u>
Patrol Officer	\$31.08	\$64,646.40
Sergeant	\$32.58	\$67,766.40

<u>JANUARY 1, 2024 (3%)</u>	<u>HOURLY</u>	<u>ANNUALLY</u>
Patrol Officer	\$32.01	\$66,580.80
Sergeant	\$33.51	\$69,700.80

<u>JANUARY 1, 2025 (2%)</u>	<u>HOURLY</u>	<u>ANNUALLY</u>
Patrol Officer	\$32.65	\$67,912.00
Sergeant	\$34.15	\$71,032.00

The Patrol Sergeant's rate of pay shall be calculated by adding \$0.72 onto the Patrol Officer's hourly rate of pay during the Sergeant's 12-month probationary period. After said probationary period, the Sergeant's rate of pay shall be calculated by adding \$1.50 onto the Patrol Officer's hourly rate of pay.

The annual base salary shall be paid in twenty-six (26) equal bi-weekly payments.

New Officers shall be paid at the following percentage of the Patrol Officer's rate:

Start	80%
After six (6) months	90%
After twelve (12) months	95%
After twenty-four (24) months	100%