

Agreement between the

VILLAGES OF LITTLE CHUTE AND KIMBERLY



and the

FOX VALLEY METRO PROFESSIONAL POLICE  
ASSOCIATION

2023-2025

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## ARTICLE I - RECOGNITION

**Section 1.01:** This agreement made between and entered into at Little Chute and Kimberly, Wisconsin pursuant to the provisions of Section 111.70 et al of the Wisconsin Statutes by and between the Villages of Little Chute and Kimberly, municipal corporations, as municipal employers, and the Fox Valley Metro Professional Police Association, and the Wisconsin Professional Police Association/LEER as the sole bargaining agent for all full time law enforcement personnel with the powers of arrest, excluding the Chief of Police, supervisory, managerial, confidential, and part-time Police Officers, of the combined Villages of Little Chute and Kimberly.

## ARTICLE II - HOURS

**Section 2.01:** A normal workday shall consist of a nine (9) hour shift except for temporary assignments of Investigator, Police School Liaison Officer, or special assignments where a shift will consist of eight (8) hours.

**Section 2.02:** A normal bi-weekly work period shall average of 79.31 hours based on a fifty-two week year.

**Section 2.03:** Members of the Association will be paid bi-weekly.

**Section 2.04:** All work schedules shall be posted four (4) weeks in advance, except in the event of an emergency or other unforeseen circumstance justifying a change in the work schedules.

**Section 2.05:** Employees shall be entitled to a thirty (30) minute paid lunch period during a normal work day.

**Section 2.06:** Officers assigned to the regular patrol schedule shall work a schedule of Five (5) days on duty followed by three (3) days off duty with exception of the first cycle in January of each year where they will work five (5) days on followed by two (2) days off. A normal work week for Police School Liaison Officers, except when school is not in session,

1 Investigators and other office assignments shall be forty (40) hours based upon five (5) days on  
2 duty (Monday through Friday), and two (2) days off duty (Saturday and Sunday).

3  
4 **Section 2.07:** All non-probationary employees on the regular patrol schedule shall be  
5 assigned on a seniority basis, to one of three shifts listed in Section 2.10, except that one  
6 assigned position on each shift will be decided by seniority by the Chief of Police based on the  
7 needs of the department. The Chief of Police reserves the right to assign officers to special duty  
8 shifts, (i.e. 3:30 p.m. to 12:30 a.m. 6:30 p.m. to 3:30 a.m., 10:30 a.m. to 7:30 p.m., etc.), for  
9 department needs on a temporary basis.

10  
11 **Section 2.08:** To avoid any one shift being staffed completely by probationary  
12 employees, probationary employees shall not be eligible for shift selection by seniority until  
13 completion of their probationary period.

14  
15 **Section 2.09:** The five most senior non-probationary employees on the regular schedule  
16 shall not be deprived of their shift selection rights under this section to accommodate placement  
17 of a probationary employee.

18  
19 **Section 2.10:** Effective January 1, 2016 forward, work shifts for the regular schedule are  
20 as follows:

- 21 a. Day Shift 6:00 a.m. to 3:00 p.m.
- 22 b. Afternoon Shift 1:30 p.m. to 10:30 p.m.
- 23 c. Night Shift 9:30 p.m. to 6:30 a.m.
- 24 d. The normal schedule for Investigator #1 will be an eight (8) hour shift, normally  
25 from 8 am – 4 pm, Monday through Friday.
- 26 e. The normal schedule for Investigator #2 will be an eight (8) hour shift, starting  
27 normally between 10 am and 12 pm, Monday through Friday, in conjunction with  
28 the patrol schedule being completed.
- 29 f. Investigators shall select shifts by seniority served in the association.
- 30 g. The PSL shifts during the school year will normally coincide with the normal  
31 hours of the school day.

- 1 h. If PSL's are assigned to investigations in the summer months they will normally  
2 be assigned to a regular Monday through Friday eight (8) hour shift, with a start  
3 time between 8 am and 12 pm, by March 31st of the year. These shifts will be  
4 selected/assigned by seniority in the association but shall not bump an  
5 Investigator from their selected shift.
- 6 i. To address a specific need or unusual circumstance (excluding meetings)  
7 requiring investigators, the Chief of Police reserves the right to assign officers  
8 working in the investigations unit to special duty shifts for department needs on a  
9 temporary basis.

10  
11 **Section 2.11:** By October 1<sup>st</sup> of each year, each employee who is assigned to the regular  
12 patrol schedule shall select one of the shifts in Section 2.10 by seniority. For purposes of shift  
13 selection, only the employee's time in grade, e.g., time in the Association, will be counted for  
14 seniority purposes. Each employee shall identify the order of their preference each of the three  
15 (3) shifts. Shift selection shall be completed by November 1<sup>st</sup> of each year and assignments shall  
16 be made in accordance with Section 2.07, Section 2.08, Section 2.09 and Section 2.10 of this  
17 agreement. Police School Liaison Officers shall be assigned their patrol schedule rotations (day  
18 off group) for the months of June, July and August upon the release of the patrol schedule for the  
19 following year. Police School Liaison Officers will select the available shifts based on seniority  
20 as defined in this section. Police School Liaison Officers will be assigned a patrol shift for the  
21 months of June, July, and August no later than March 31<sup>st</sup> of that year.

22  
23 **Section 2.12:** During the spring and fall equinox time changes, the schedule shall be  
24 adjusted to ensure that the officers working those affected shifts shall work no less than nine (9)  
25 hours during the spring time change and no more than nine (9) hours during the fall time change.

### 26 27 **ARTICLE III - OVERTIME, COURT, AND CALL-IN-PAY**

28 **Section 3.01:** Employees will be compensated at the rate of time and one-half (1 1/2)  
29 based on their normal rate of pay for all hours worked in excess of a normal work day or eighty  
30 (80) hours "per bi-weekly work period, but not both i.e. non-pyramiding." Officers assigned to  
31 temporary assignments of Investigator, Police School Liaison Officer, or special assignments

1 will be compensated at the rate of time and one-half (1 1/2) based on their normal rate of pay for  
2 all hours worked in excess of a normal work day or eighty (80) hours "per bi-weekly work  
3 period, but not both i.e., non-pyramiding."  
4

5 **Section 3.02:** An employee who is subpoenaed to appear in court when not scheduled to  
6 work shall receive pay at time and one-half (1 1/2) for all hours required at court. A minimum of  
7 two (2) hours pay at time and one-half (1 1/2) will be paid for any court appearance scheduled  
8 during an officer's off duty time. Any officer receiving a court cancellation with less than 24  
9 hours' notice who is not scheduled to work at the time listed on the subpoenas shall receive two  
10 hours of pay at time and one-half (1 1/2) their normal rate of pay. A telephone call placed to the  
11 officer's primary residence, whether answered or not, shall constitute "notification", unless  
12 another telephone number is provided by the officer.  
13

14 **Section 3.03:** Employees who are called into work, which is other than his/her regular  
15 patrol or office schedule, shall receive two (2) hours call-in pay in addition to the actual number  
16 of hours worked. The two hours call-in pay will be at the employee's regular rate of pay.  
17 Employees shall receive the call-in pay if not given a minimum of twenty-four (24) hours' notice  
18 prior to the original reporting time for duty. Changes that are made to the schedule within the  
19 minimum of twenty-four (24) hours of notice and that require an employee to be re-assigned to  
20 another shift for that calendar date shall be made available by seniority. If an officer is called in on  
21 a holiday rate of pay shall be double time. Holiday pay is for any shift that starts on that Holiday and  
22 includes any extension of the shift.  
23

24 **Section 3.04:** Employees who attend training when not regularly scheduled to work shall  
25 receive time and one-half (1 1/2) for the hours attended.  
26

27 **Section 3.05:** An employee shall be allowed overtime pay in either case or compensatory  
28 time off at the discretion of the employee, at the rate of one and one-half (1 1/2) based on their  
29 normal rate of pay. An employee shall be allowed to use call-in pay as compensatory time off at  
30 the rate of straight time. An employee may take compensatory time off with the approval of the  
31 Chief of Police. Each approval will be handled on an individual basis and will not be precedent

1 setting. During the calendar year, the employee will be allowed to accumulate a maximum of  
2 eighty (80) hours of compensatory time at any one time; any overtime hours in excess of eighty  
3 (80) hours will be paid out at the rate of time and one-half (1 1/2). At the end of July, an officer  
4 can request and shall receive a payout of overtime in excess of forty (40) hours at the rate of time  
5 and one half (1 ½), on the first pay period in August. At the end of the calendar year, any  
6 overtime hours in excess of forty (40) hours will be paid out at the rate of time and one-half (1  
7 1/2), on the first pay period following December 31.

8  
9 **Section 3.06:** All overtime hours on the patrol schedule shall be made available to full-  
10 time members of the bargaining unit on a rotating seniority basis for increments of 4.5 hour  
11 assignments or more. If after going through the rotating list and no member is available, the on-  
12 duty officers based on seniority would have the option of working an additional split-shift to  
13 cover the open available shift. This section does apply to vacant shifts due to a sick call where  
14 the decision has been made to fill the shift. This section does not apply to non-regular call-ins  
15 made by supervisory staff to address immediate staffing issues such as high call volume, severe  
16 weather and major cases, if the officer being called cannot report, ready for duty, within 30  
17 minutes of being called. If the shift cannot be covered by a member of the bargaining unit, a  
18 part-time officer may be used. The Chief of Police agrees not to change from the present work  
19 cycle without a valid reason.

20  
21 **Section 3.07:** Shift selection for annual or otherwise regularly scheduled community  
22 events to include but not limited to CheeseFest, PaperFest, and the Kermis Festival shall be made  
23 based upon seniority.

#### 24 25 ARTICLE IV - VACATIONS AND PAID HOLIDAYS

26 **Section 4.01:** All members of the bargaining unit, regardless of shift hours or assignment,  
27 shall be entitled to vacations commencing on their anniversary date, according to the following  
28 schedule:

- 29 45 hours after one (1) year continuous service  
30 90 hours after two (2) years continuous service  
31 135 hours after seven (7) years continuous service

1 180 hours after twelve (12) years continuous service  
2 225 hours after Eighteen (18) years continuous service  
3 270 hours after twenty-five (25) years continuous service

4  
5 Vacation benefits shall accrue at the rate of one-twelfth (1/12) of the employee's  
6 authorized vacation for each month of employment. New employees shall accrue vacation  
7 benefits during their probationary period.

8  
9 **Section 4.02:** Vacation may be broken down into increments equal to or greater than  
10 half-shift increments with the prior approval by the Chief.

11  
12 **Section 4.03:** Upon termination of employment from the Villages, a member of the  
13 Association shall be paid for all unused vacation time that is due him/her in the current year. If a  
14 member is terminated for cause, this section will not apply

15  
16 **Section 4.04:** Vacation must be used during the calendar year. Unused vacation does not  
17 accrue on a year by year basis; however, in the sole discretion of the Villages, annual unused  
18 vacation may be extended to a subsequent year. It is understood and agreed that this  
19 determination shall be within the sole discretion of the Villages and shall not be considered a  
20 precedent when and if applied to an individual member of the Association. Vacation not used by  
21 reason of Village needs shall be paid at the employee's option at the present rate of pay, or  
22 carried over to the next year.

23  
24 **Section 4.05:** The Chief of Police reserves the right to determine the number of personnel  
25 to be on vacation at one time.

26  
27 **Section 4.06:** Paid Holidays in this Agreement are:

28 New Year's Day	Labor Day
29 Memorial Day	Thanksgiving Day
30 Independence Day	Christmas Eve Day
31 Easter Sunday	Christmas Day



1           **Section 4.07:** For each of the above holidays, employees will receive nine (9) hours of  
2 regular pay or an additional day off, at the option of the employee. If the employee works on  
3 any of the holidays, he/she shall be paid at the rate of two (2) times his/her rate of pay for the  
4 hours worked. When a holiday falls in a vacation week or scheduled day off, the employee shall  
5 receive either nine (9) hours of pay or an additional day off, at the option of the employee.  
6 Officers assigned to temporary assignments of Investigator, Police School Liaison Officer, or  
7 special assignments where an eight (8) hour shift is worked shall receive eight (8) hours of pay  
8 where nine hours is indicated in this paragraph.

9           The scheduling of the additional days off for holidays is subject to the approval of the  
10 Chief of Police. The Chief of Police agrees not to involuntarily remove the uniformed officers  
11 from the work schedule who would normally be scheduled to work holidays.

12  
13           **Section 4.08:** Employees shall be entitled to three (3) personal holidays where an  
14 employee may take a day off at his/her discretion and receive a normal work day of pay at  
15 his/her regular rate. The personal holidays shall be applied for at least five (5) days in advance  
16 and once approved by the Chief of Police they cannot be canceled. If submitted at least five days  
17 prior to the date of the personal holiday, the Chief of Police agrees to approve all personal  
18 holidays, during a normal workday as long as it does not result in more than two (2) overtime  
19 shifts, including any overtime shifts already on the schedule, for that day. Approval of personal  
20 holidays requested within five days or that would cause more than two (2) overtime shifts, will  
21 be left to the discretion of the Chief of Police. At the end of the calendar year, unused personal  
22 holidays may be converted to compensatory time on an hour for hour basis and carried over to  
23 the next year, subject to the restrictions identified in Section 3.05.

## 24 25           ARTICLE V - RETIREMENT CONTRIBUTION

26           **Section 5.01:** The Villages will contribute 100% of the employer retirement contribution  
27 to the Wisconsin Retirement Fund and the employee will contribute 100% of the employee  
28 retirement contribution to the Wisconsin Retirement Fund, as determined by the Employee Trust  
29 Fund.

1 ARTICLE VI - SICK LEAVE

2 Section 6.01: All members of the bargaining unit shall be granted sick leave pay at the  
3 rate of one (1) working day for each full month of service.

4  
5 Section 6.02: The amount of accumulated sick leave for each member of the bargaining  
6 unit shall be determined from current sick leave banks at the time of the signing of this  
7 agreement.

8  
9 Section 6.03: Unused sick leave may be accumulated to a total of one hundred and  
10 twenty (120) working days or nine hundred sixty (960) hours. One-half (1/2) of the member's  
11 accumulated sick leave shall be payable upon retirement under the Wisconsin Retirement Fund  
12 or upon voluntary separation from service after nine (9) years of continuous service. An officer  
13 who resigns or quits, except when in lieu of termination, after nine (9) years of continuous  
14 service, will receive one-half (1/2) of accumulated sick leave. An officer who resigns or quits  
15 with less than nine (9) years of continuous service, shall forfeit all accumulated sick leave.

16  
17 Section 6.04: When a member is on sick leave and a holiday occurs, the member may  
18 elect to use either sick leave or holiday pay, but not both.

19  
20 Section 6.05: A member of the bargaining unit may use accumulated sick leave with pay  
21 for absences necessitated by his/her injury, or illness, or that of a member of his/her immediate  
22 family, to include: wife/husband, daughter, son, stepchild, father, father-in-law, mother, or  
23 mother in law.

24  
25 Section 6.06: Time off for injury received by a member of the bargaining unit in the  
26 course of his/her employment for which Workers Compensation is paid, shall not be charged  
27 against sick leave.

28  
29 Section 6.07: In order to be granted sick leave with pay, a member of the bargaining unit  
30 must:

- 31
- Report promptly to the Chief of Police the reason for absence, and

- 1           • Keep the Chief of Police informed of his/her condition if absence is more than  
2           three (3) days, and  
3           • Permit the Villages to make medical examination or nursing visits as it deems  
4           desirable after three days.  
5           • Submit a medical certificate for any absence of more than three (3) consecutive  
6           working days upon the request of the Chief of Police.  
7

8           **Section 6.08:** In case of the death of a member, 100% of his/her accumulated sick leave  
9 shall be payable to his/her beneficiary or estate.  
10

## 11                                   ARTICLE VII - FUNERAL LEAVE

12           **Section 7.01:** Funeral leave shall be used due to a death in a member's immediate family  
13 as defined as spouse, child, stepchild, parent, mother or father-in-law, sister or brother,  
14 grandchild, brother or sister-in-law, son or daughter-in-law and shall consist of three (3)  
15 consecutive days based around the funeral day; two (2) prior and the day of the funeral; one (1)  
16 prior, the day of the funeral, and one (1) after; or the funeral day and two (2) after, which will be  
17 the employee's choice. An additional two (2) consecutive days may be granted at the discretion  
18 of the Chief of Police.  
19

20           **Section 7.02:** One (1) day shall be granted for the death of grandparents, aunts, uncles,  
21 niece or nephew. This shall be based on the day of the funeral, one (1) day prior, or one (1) day  
22 after the day of the funeral, which shall be the employee's choice.  
23

24           **Section 7.03:** All funeral leave shall not be charged against the member's sick leave or  
25 other paid time off.  
26

## 27                                   ARTICLE VIII - INSURANCE BENEFITS

### 28           **Section 8.01:**

29           A. The employer shall pay eighty-five percent (85%) toward the cost of group  
30           Hospitalization/health insurance premiums for both the single and family plan  
31           coverage for eligible employees.

1           **Section 8.02:** The employer shall pay one hundred percent (100%) of the premium for  
2 the family and single coverage for dental insurance for eligible employees.

3  
4           **Section 8.03:** The employer shall provide life insurance to each eligible employee, with  
5 the premium to be paid by the employer. Coverage shall be based on \$1,000 of insurance for  
6 every \$1,000 the member made the previous year as a police officer. The selection of carrier  
7 shall be determined by the employer.

8  
9           **Section 8.04:** The employer shall provide Income Continuation Insurance (disability  
10 insurance) for eligible employees. The monthly benefit will be at least sixty-six and two-thirds  
11 percent (66 2/3 %) of gross earnings. The employer will pay a portion of the premium equal to  
12 .5% of gross earnings. The selection of insurance carrier shall be determined by the employer.

13  
14           **Section 8.05:** The employer reserves the right to change carrier or methods of coverage  
15 including self-funding for any of the above coverage.

16  
17   **ARTICLE IX - WAGES**

18           **Section 9.01:** Employees shall be paid in accordance with the hourly wage schedule  
19 shown in Appendix A, attached hereto.

20  
21           **Section 9.02:** Field Training Officer shall receive \$1.00 an hour additional pay when in  
22 the process of training new employees.

23  
24   **ARTICLE X - CLOTHING ALLOWANCE**

25           **Section 10.01:** Eligible officers will be paid an annual allowance of \$590.00 (minus  
26 standard withholding) for the purchase, maintenance, cleaning, or repair of department-approved  
27 or mandated uniform clothing, equipment or footwear. Checks shall be issued for the annual  
28 allowance during the first pay period of February during each calendar year. New hires  
29 (regardless of date of hire) are entitled to a one-time, initial issue allowance of \$790.00. If the  
30 new officer is not eligible for the annual payout at the time of hire, the new officer may request  
31 an advancement on the next calendar year's annual payout. If an advancement is taken, then no

1 annual payout shall be made in the next calendar year. Advancement requests shall be made in  
2 writing to the chief of police within 30 days of the officer's hire date. Advancement payouts  
3 shall be made within 30 days of the request. The Employer reserves the right to determine the  
4 serviceability of uniform clothing, equipment, and footwear. Additionally, the Employer shall  
5 pay for the cost of repair or replacement for uniform clothing, equipment, or footwear that is  
6 damaged in the performance of an officer's duty, subject to the approval of the Chief of Police or  
7 his/her designee.

## 8 9 ARTICLE XI - RESIDENCY

10 **Section 11.01:** Members of the bargaining unit are not restricted to residency  
11 requirements.

## 12 13 ARTICLE XII - GRIEVANCE PROCEDURE

14 **Section 12.01:** Both the Association and the Employer recognize that grievances and  
15 complaints shall be settled promptly and at the earliest possible stages and that the grievance  
16 process must be initiated within ten (10) days of the incident or within ten (10) days that the  
17 grievant knew or should have known of the incident, Saturday, Sunday and holidays excluded.  
18 Any grievance not reported or filed within the time limit set forth above shall be invalid.

19 **Section 12.02:** A grievance shall be defined as a violation of a specific article of this  
20 agreement but shall not include discipline matters. (Discipline matters shall be handled in  
21 accordance with Sections 61.65 and 62.13(5), Wisconsin Statutes.)

22 **Section 12.03:** Any member of the bargaining unit having a grievance concerning any  
23 provision of this Agreement shall be handled in the following manner:

- 24 A. **First Step Procedure:** The Association or aggrieved member of the bargaining unit shall  
25 orally present the grievance to the Chief of Police either alone or accompanied by an  
26 Association representative. The Chief of Police shall attempt to settle the grievance  
27 within ten (10) days, Saturday, Sunday, and holidays excluded, after the oral presentation  
28 thereof, and

1 B. **Second Step Procedure:** If the grievance is not settled at the first step, it shall be  
2 reduced to writing and presented to the Chief of Police within ten (10) days, Saturday,  
3 Sunday, and holidays excluded, the Chief of Police shall furnish the Association with a  
4 written answer to the grievance. If the grievance is not resolved to the satisfaction of all  
5 parties either party may proceed, within ten (10) days, Saturday, Sunday, and holidays  
6 excluded, to the next step, and

7  
8 C. **Third Step Procedure:** The grievance shall be presented in writing to the Village  
9 Administrator or the Police Commission, whichever authority has jurisdiction on any  
10 particular grievance as follows:

11           If the grievance shall be deemed under the jurisdiction of the Police Commission  
12 (PC) the grievance shall thereby be governed by section 62.12 of the Wisconsin Statutes.  
13 The PC's jurisdiction is confined to disciplinary actions under 62.12 through 62.13(5) of  
14 the Wisconsin Statutes. The PC shall within ten (10) days, Saturday, Sunday, and  
15 holidays excluded, set up an informal meeting with all parties involved in the grievance  
16 procedure. Within ten (10) days, Saturday, Sunday, and holidays excluded, after this  
17 meeting a determination shall be made by the PC, reduced in writing and copies  
18 submitted to all parties involved.

19           All other grievances relating to wages, hours, and working conditions or any other  
20 matter under the jurisdiction of the Village Boards of Trustees shall be directed to the  
21 Village Administrators. The Administrators shall within ten (10) days, Saturday, Sunday,  
22 and holidays excluded, set up an informal meeting with all parties involved in the  
23 grievance procedure. Within ten (10) days, Saturday, Sunday, and holidays excluded,  
24 after this meeting a determination shall be made by the Administrators, reduced to  
25 writing and copies submitted to all parties involved, and

26  
27 D. **Fourth Step Procedure:** If the grievance is not settled at the Third Step of the Grievance  
28 Procedure, the aggrieved party, or the Association, within ten (10) working days may  
29 submit the determination made in Step 3 to the Wisconsin Employment Relations  
30 Commission for arbitration. At the earliest possible date convenient to all parties, the  
31 WERC shall submit a panel of five (5) arbitrators to the parties. The parties shall

1 alternately strike names from the list until one (1) name remains, who shall be appointed  
2 the arbitrator. The flip of a coin shall determine which party makes the first strike. The  
3 decision of the arbitrator will be final and binding on all parties. The cost of the  
4 arbitration will be borne equally by the Villages and the Association.

5 The function of the arbitrator is judicial, rather than legislative, and he shall not  
6 have the power to add to, disregard or modify any provision of this Agreement.

7 The Association may appoint one (1) representative of the Association and shall  
8 inform the Villages of the name of the individual so appointed and of any changes  
9 thereafter made in such appointments. The employer shall allow that representative, or  
10 his/her designee, the necessary time to process grievances during the course of the duty  
11 day.

### 12 13 ARTICLE XIII - NO STRIKE AGREEMENT

14 **Section 13.01:** Neither the Association nor any of its individual members will instigate,  
15 promote, encourage, sponsor, engage in or condone any strike, picketing, slow down,  
16 concentrated work stoppage or any other intentional interruption of work during the term of this  
17 agreement. Upon notification by the Villages to the Association that certain members are  
18 engaged in violation of this provision, the Association agrees to take all reasonable effective and  
19 affirmative action to secure the return to work of such members as promptly as possible.

### 20 21 ARTICLE XIV - MANAGEMENT RIGHTS

22 **Section 14.01:** The Village possesses the sole right to operate the Joint Police  
23 Department and all management rights reposed in it, subject only to the provisions of this  
24 agreement and applicable law. The rights include but are not limited to the direction of all  
25 reasonable work rules, the discipline of employees for just cause, the assignment and transfer of  
26 employees within the department, the determination of the number and the classification of  
27 employees needed to provide the services of the department, the right to hire, promote, schedule  
28 and assign employees, maintain efficient operations, take whatever action is necessary to comply  
29 with state or federal law, to introduce new or improved methods or facilities, to determine the  
30 means, methods and personnel by which operations are to be conducted, and to carry out the  
31 functions of the Villages in case of emergency.

1           These rights shall be exercised in a reasonable manner and shall not be used to  
2 discriminate against any employee.

3           The Association may challenge the exercise of any of the foregoing functions on the basis  
4 that the exercise violates a specific provision of this agreement.

5           No regular non-probationary employee shall be disciplined or discharged except for  
6 cause as defined in Section 62.13(5), Stats. which shall be the exclusive procedure for  
7 implementing and reviewing discipline matters.  
8

### 9   ARTICLE XV - AMENDMENT PROVISION

10           **Section 15.01:** This agreement is subject to amendment, alteration or addition only by a  
11 subsequent written agreement executed by and between the parties hereto. The waiver of any  
12 breach, term or condition of this Agreement by either party shall not constitute a precedent in the  
13 future enforcement of its terms and conditions.

### 14   ARTICLE XVI - SAVINGS CLAUSE

15           **Section 16.01:** If any Article or Section of this Agreement or any addendum thereto shall  
16 be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance  
17 with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder  
18 of this agreement and addendum shall not be affected thereby, and the parties shall enter into  
19 immediate collective bargaining negotiations for the purpose of arriving at a mutually  
20 satisfactory replacement for such Article or Section.  
21

### 22   ARTICLE XVII - CHANGES IN TERMS OF THIS AGREEMENT

23           **Section 17.01:** This agreement shall be in effect from January 1, 2023 through December  
24 31, 2025. If either party desires to negotiate any changes in this agreement, to become effective  
25 after the term of this Agreement, they shall notify the fiscal agent of the Fox Valley Metro Police  
26 Department in writing of the desire to enter into such negotiations on or before September 1<sup>st</sup> of  
27 the year of expiration. Both parties shall mutually agree on a date to exchange proposals, which  
28 shall be no later than October 1<sup>st</sup> of the year of expiration.  
29





1                    area – it is the total group of stairs between two, different floors.  
2    Test participants may take up to two (2) minutes of rest between each element of the test. Test is  
3    based on elements of the Cooper Standards. Any portion of this test may be modified subject to  
4    mutual agreement and a written MOU.

- 5            a. Officers who desire to participate in this program must indicated their willingness to  
6            participate to the Chief of Police or designee in writing no later than January 31, of  
7            each year.
- 8            b. Testing will take place in September or October of each year and all officer  
9            participating shall be considered on duty.
- 10           c. The entire test or portions thereof may be held indoors or outdoors.
- 11           d. An Officer must pass the entire test in one session in order to receive a lump sum  
12           payment, paid on the first paycheck in December. This sum shall not be added to  
13           base wages, nor shall it be included when calculating the hourly rate for purposes of  
14           overtime, or the payout of any benefits at termination of employment.
- 15           e. Should an officer fail to pass the entire test during the first session meet they shall  
16           have the ability to retest prior to November 30, at a date and time set by the Chief or  
17           his designee. The Officer must pass the entire test in one session in order to receive a  
18           lump sum payment. This sum shall not be added to base wages, nor shall it be  
19           included when calculating the hourly rate for purposes of overtime, or the payout of  
20           any benefits at termination of employment.
- 21           f. Should an officer fail to pass the tests there shall be no discipline to such officer.
- 22           g. Any officer on workman’s compensation and unable to perform the physical fitness  
23           testing due to workman’s compensation restrictions shall be allowed to test as soon as  
24           they are physically capable; this same testing shall be allowed to those employees  
25           with non-work-related medical conditions which made them unable to perform the  
26           physical fitness testing.
- 27           h. The schedule for yearly payments will be as follows:
  - 28                    • One Thousand Dollars (\$1,000)

30                    **ARTICLE XXI - DUES DEDUCTION**

31                    **Section 21.01:** The Employer agrees to deduct monthly dues in the amount certified by

1 the Association from the pay of employees who individually sign a dues deduction authorization  
2 form provided by the Employer where the Employee is knowingly and affirmatively consenting  
3 to the deduction of dues from the employee's paycheck, including any Local Association dues  
4 which the employee has authorized to be deducted in conjunction with Association dues.

5  
6 **Section 21.02:** It shall be the employee's responsibility to sign the dues deduction  
7 authorization form and provide the signed form to the Employer and Association no less than 30  
8 days prior to the date in which dues deductions are to commence.

9  
10 **Section 21.03:** The Employer shall deduct the combined dues amount each month for  
11 each employee requesting such deduction, upon receipt of such form and shall remit the total of  
12 such deductions, with a list of employees from whom such sums have been deducted, to the  
13 Association, in one lump sum not later than the 15<sup>th</sup> of each month.

14  
15 **Section 21.04:** Authorization of dues deduction by a member may be revoked upon  
16 notice in writing to the Employer, or to the Association and with the understanding that the  
17 deduction will cease as reasonably as practical after receipt of written notice of revocation.

18  
19 **Section 21.05:** No employee shall be required to join the Association, but membership in  
20 the Association shall be made available to all employees in the bargaining unit who apply  
21 consistently with the Association Constitution and By-laws. The Employer agrees to notify the  
22 Association office in writing of the name of any new hire into the bargaining unit. No employee  
23 shall be denied membership because of race, creed, color, sex or other legally protected class  
24 status.

25  
26 **Section 21.06:** It is expressly understood and agreed that the Association will refund to  
27 the Employer, or the employee involved any dues erroneously deducted by the employer and  
28 paid to the Association. The Association shall indemnify and hold the Employer harmless  
29 against any and all third-party claims, demands, suits, order, judgments, or any other forms of  
30 liability against or incurred by the Employer, including all costs of defense and attorney's fees,  
31 which may arise out of action taken or not taken by the Employer's compliance with this Article.

1 Dated this 8th day of November, 2022

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VILLAGE OF LITTLE CHUTE

BY: Michael R. Vanden Berg  
Michael R. Vanden Berg

ATTEST: Beau Bernhoft  
Beau Bernhoft

FOX VALLEY METROPOLITAN  
PROFESSIONAL POLICE  
ASSOCIATION

BY: Randall Lefeber  
Randall Lefeber

ATTEST: Duane Dissen  
Duane Dissen

VILLAGE OF KIMBERLY

BY: Charles Kuen  
Charles Kuen

ATTEST: Maggie Mahoney  
Maggie Mahoney

BY: Thomas A Schrank  
Thomas A Schrank  
WPPA/LEER Representative

**APPENDIX A**

<b>Fox Valley Metro Professional Police Association / WPPA/LEER Wage scale for 2023 - 2025 CBA</b>								
<b>Steps</b>		<b>12/31/2022</b>	<b>January 2023 1.5%</b>	<b>July 2023 1.5%</b>	<b>April 2024 1.5%</b>	<b>October 2024 2%</b>	<b>April 2025 1.5%</b>	<b>October 2025 2%</b>
Police Officer / Step 1	Hire (Non-Certified)	\$23.62	\$23.97	\$24.33	\$24.70	\$25.19	\$25.57	\$26.08
Police Officer / Step 2	Hire (Certified)	\$24.79	\$25.16	\$25.54	\$25.92	\$26.44	\$26.84	\$27.37
Police Officer / Step 3	FTO completion	\$25.96	\$26.35	\$26.74	\$27.15	\$27.69	\$28.10	\$28.67
Police Officer / Step 4	6 months	\$27.33	\$27.74	\$28.16	\$28.58	\$29.15	\$29.59	\$30.18
Police Officer / Step 5	1 year	\$28.89	\$29.32	\$29.76	\$30.21	\$30.81	\$31.28	\$31.90
Police Officer / Step 6	2 years	\$33.56	\$34.06	\$34.57	\$35.09	\$35.79	\$36.33	\$37.06
Police Officer / Step 7	3 years	\$33.87	\$34.38	\$34.89	\$35.42	\$36.13	\$36.67	\$37.40
Police Officer / Step 8	5 years	\$35.18	\$35.71	\$36.24	\$36.79	\$37.52	\$38.09	\$38.85
Police Officer / Step 9	7 years	\$35.80	\$36.34	\$36.88	\$37.44	\$38.18	\$38.76	\$39.53
Police Officer / Step 10	9 years	\$36.39	\$36.94	\$37.49	\$38.05	\$38.81	\$39.40	\$40.18
<b>PSL/INV/K-9</b>		\$36.89	\$37.44	\$37.99	\$38.55	\$39.31	\$39.90	\$40.68
<p>PSL and Investigators shall upon appointment be compensated at one step above their current wage step and progress from there until reaching step 10. Once they reach step 10 they shall receive a \$0.50 an hour increase added to the step 10 pay. Upon completion of their appointment and returning to patrol officer duties they shall return to the normal step pay rate according to years of service with Fox Valley Metro Police Department.</p>								
<p align="center">Historical NOTE: 2020 - 2022 Agreement longevity pay was eliminated and accounted for in 2020 wages</p>								
<p align="center">Each pay increase shall occur on payroll closest to first day of the month of increase.</p>								
<b>Effective Date of wage increases</b>			<b>1/1/2023</b>	<b>7/2/2023</b>	<b>3/31/2024</b>	<b>9/29/2024</b>	<b>3/30/2025</b>	<b>9/28/2025</b>