

**CITY OF PRINCETON
COMMITTEE OF THE WHOLE MEETING
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, MAY 28, 2013
6:00 PM**

1. CALL TO ORDER AND ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. APPEARANCES FROM THE PUBLIC
4. NEW BUSINESS
 - a. Discussion: Police Department, officer vacancy
5. ADJOURN

* The meeting room is accessible to all. Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Administrator's office at 920.295.6612 with as much advance notice as possible.

This agenda is for convenience purposes only and may not represent the most current version. If you require a copy of the official version of the agenda, please contact the City Clerk at 920.295.6612. All published meeting agendas of the Princeton Common Council are subject to changes.

Mayor
Bob Mosolf



City Alderpersons
Patti Garro
Eric Koehn
Dave Bednarek
Jasper Kallenbach
Victor Magnus
Lara Roehl

City Administrator
John S. Weidl

531 S. Fulton Street, PO Box 53, 54968, (920) 295-6612
Where recreation and relaxation come together...

To: Common Council,
From: John S. Weidl, City Administrator
Date: 5/24/2013
RE: **Financial and operational analysis of vacant officer position**

We are having this conversation because Alderperson Kallenbach called this meeting, as is his right as Council President.

In order to facilitate discussion for the vacant officer position, I am providing the following analysis based on financial records for the City, a report prepared by the University of Oshkosh and payroll records. I would like to say outright that no one in Administration has or will recommend the elimination of the Police Department. Simply, the provided information is so that the council can have a discussion about the efficient, effective, and economical operations of the police department in the larger context of the financial health of the City's overall budget.

This matter also involves equity, as I have long believed that all departments must work together to achieve meaningful solutions that balance the varied interests and services provided by the City. If we are going to tackle the financial issues facing the City, then we must pursue a holistic approach whereby all areas of City operations are vetted for cost savings and efficiencies, while accountable to the taxpayers on an annual basis in an open and transparent manner. Simply, the Police department needs to be thought of as a part of the solution instead of a separate entity and we need to make decisions using data and analysis while keeping the taxpayers best interests in mind.

The following will demonstrate a viable option to reduce the dollars spent per man-hour on Police services with no loss of coverage. It also represents a more equitable standard for the deployment of resources within the Police department when compared to other City departments and will help us work toward developing a scheduling system that conforms to employment law, as the current system is called into question by independent auditors of the WPPA contract.

Bottom Line for this whole report: The following proposal does not adversely affect man-hours on the ground and affects no current employees. The cost saving achieved through this proposal virtually ensure that the City will not have to look at a referendum to raise taxes or a reduction in current service levels and current staffing levels to achieve fiscal balance for the remainder of 2013 and beyond.

The Plan: Last year, the public works department deployed a strategy of using two (2) part time workers instead of a full time position, resulting in significant cost savings and increased flexibility in the deployment of its resources. Please consult Lee Williams directly for more

information (he will be available at the meeting). Using this same strategy in the Police Department, the City can save between \$40,000 and \$52,000 per year without sacrificing the hours that “boots are on the ground” (see Attachments 1 and 2 and the quotes from UWO below). This will also help reduce the unfunded liability of comp time and overtime that costs the City thousands of dollars in any given year by providing operational flexibility to the Chief of Police and the department.

How this will help the City financially immediately and beyond...

We need to find \$11K this year, and \$20K next year for health insurance for the new library director. That does not include increases across the board in the City’s budget for costs such as fuel, durable goods, and other expenses that will be necessary in 2014, including the request by the Police department for a new vehicle. Attachment 3 shows that even with modest increases in health insurance premiums (8% in 2014, which is half of the 16% increase in 2013) and payroll (2.5% for all), the City will increase its overhead by \$22,109, or almost all of the allowable increase in taxes next year under the current levy limits imposed by the State of Wisconsin.

Due to levy limit restrictions, we cannot raise taxes enough to cover the increase in costs we face. The available option are: we either go to referendum, cut services, cut staff, or get creative.

As I stated earlier, this proposal can be implemented in a way that does not adversely affect man-hours on the ground and affects no current employees. By replacing the vacant position with two (2) part time officers, the City can avoid the costly burden of providing health insurance and reduce its salary obligations totaling a savings of between \$40,000 to \$50,000 per year. This is enough to fully fund the Library Director position, handle the increases in payroll and health insurance, and potentially fund a loan/lease agreement on a new squad car. Then, the council can discuss how any proposed tax increase can be used to further the goals and objectives of all of the departments in an equitable manner.

Other Areas for Consideration

(1) Page 10 of the UW Oshkosh report (UWO), states that the current contract “assumes officers will work the equivalent of 80 hours every two weeks, which over the course of a year and 26 pay periods would be 2,080 hours. However, after running out the schedule over a period of 52 weeks or 26 pay periods, it was discovered that each officer would not work 2,080 hours. Depending on the officer rotation, they would work the following hours in a year’s time: 2,034; 2,044.17; 2,054.34; 2,064.51; and 2,074.68.”

Said a different way, the system current system pays for 2080 hours of labor, but the hourly officers (Senior Patrol and Patrol) actually work less than that in any given year, excluding the overtime and comp time that occurs because of the rigidity of our current system, which can be demonstrated by going through payroll records.

Page 11 – “The weakness of this on-off system is that the officers are being paid every two weeks for 80 hours, yet they are not working 80 hours.” ... “The fairness of this on-off system for a city department is something that is in question.” ... “Police officers are considered nonexempt employees and to continue receiving their hourly wage plus overtime, they should work and be paid for actual hours worked.” ... “The five on, four off system is not an hour for hour system and creates a legality issue.”

Bottom Line: The current system is not equitable with the way other departments are run and does not conform to current employment law. Please see pages 13 and 14 for a potential solution that also maintains the spontaneity of hours covered during the day (as stated on page 13). This system was designed in conjunction with the Chief of the University of Oshkosh Police department.

(2) Overtime is not justified under the current system. The Chief of the UW Oshkosh Police department offered to provide us software free of charge to help with that, but to the best of my knowledge, we have not taken him up on the offer. Under a redesigned system, as stated by UWO on Page 14 “Officers would understand exactly what their rotation would be, exactly how many hours they would be paid for and **exactly when overtime would be justified.**” Meaning, when the officers accrue overtime, there would be a record of why to provide a better understanding to the Chief and council.

(3) Compensatory time - Page 17 “Politically, there may be concern with the status quo because when officers can accumulate up to 120 hours of compensatory time, it is an unfunded liability and provides an opportunity for officers to take more time off. ... [The current system] leaves open the possibility for dispute and potentially favoritism on the part of the chief executive in the police department.”

Taken together with scheduling and the effective deployment of the Police department resources, the University of Oshkosh study demonstrates that the City is not maximizing its potential to operate efficiently, effectively, and as economically as possible. In light of the desire not to burden the taxpayers any more than necessary, I believe it is paramount that the Police department and Council learn from the experiences of the Administration and Public Works departments, both of which have experienced downsizing and restructuring in order to do more with less. **The only difference in this case is we would be doing the same with less because not a single man-hour of police coverage is lost. In fact, there is a little wiggle room to increase coverage if the situation arises and at the same time contribute to the overall financial health of the entire City.**

Numerous times in the last two fiscal years, the Police Department operated successfully with only two (2) full time officers, augmented with part-time help. During that time, never did the Council hear that the City lacked for coverage or of any adverse impacts from the community. I believe we can successfully implement the change year-round if the Police department wants to be a contributing part of the solution and the Council desires an outcome that does not decrease service levels or result in a referendum to raise the tax levy.

Here are the basic problems as I see it:

- (1) We cannot raise taxes by enough to cover known increases in expenses coming in 2014 without going to referendum. I have serious doubts about a referendum passing in the current economic climate, especially when an option to create financial flexibility already exists that will not affect current operations or current staff. **Why would the community vote to increase taxes when we have not done out best to live within our means?**
- (2) Other departments have already cut their budgets significantly or changed operations in a way that results in financial savings:

- a. Public Works uses part time positions to increase operational flexibility and meet financial goals, has taken a pay freeze in 2012 and lost numerous financial benefits under Act 10.
 - b. The City reduced its contribution to the Library by \$10,000 over the last two years and the Library Board reduced the expected raises for staff in 2013,
 - c. Administration went from four personnel down to two over the last 5 years and the Administrator took a pay freeze in 2012 along with the Public Works department.
 - d. The Ambulance service was consolidated with eleven other municipalities for cost savings and service improvement.
- (3) We have known issues in terms of current scheduling, lack of transparency regarding overtime, and a large unfunded liability with the way compensatory is currently accumulated.
- a. These issues can be addressed by implementing some of the suggestions in the UW Oshkosh study and providing the operational flexibility of part time Police officers

Bottom Line: We can provide the same level of service, at a lower cost, by engaging the issue in a way that keeps the taxpayers at the forefront and recognizing that all departments are equally responsible for the City's financial and operational success.

Magic wand: I would ask for "a motion to authorize the hiring of part-time personnel to fill the vacancy left by the Senior Patrol officer, totaling 2680 hours per year, with no one part-time officer accumulating more than 1,560 hours in any given year." Try that out for six months – I believe you will be pleasantly surprised at what the Police Department is capable of when allowed the flexibility to reduce costs without reducing man-hours. If in six months, the Council decides that, based on evidence provided by Administration, payroll, and the Chief that it is not achieving what we hoped, just hire the best part-time officer beginning January 1, 2014. However, you will be in the same financial pickle...

FY 2013

| Employee | Rate | Hrs. | Est Salary | Est OT | Est DT | Est On-call | Sub-Total | Health | Retirement | Disability | Soc Sec. | Total | Hourly |
|----------------------------|--------------|------|--------------|------------|------------|-------------|--------------|--------------|-------------|-------------|--------------|---------------|----------|
| City Admin/Inv/Treas | \$ 68,162.50 | 1 | \$ 68,162.50 | | | | \$ 68,162.50 | \$ 7,830.24 | \$ 4,532.81 | \$ 5,350.76 | \$ 85,876.30 | \$ 41.29 | |
| Executive Assistant | \$ 46,949.07 | 1 | \$ 46,949.07 | | | | \$ 46,949.07 | \$ 7,830.24 | \$ 3,122.11 | \$ 3,685.50 | \$ 61,586.92 | \$ 29.61 | |
| Bookkeeper | \$ 12.50 | 150 | \$ 1,875.00 | | | | \$ 1,875.00 | \$ 19,525.44 | \$ 6,419.66 | \$ 236.28 | \$ 147.19 | \$ 2,022.19 | \$ 12.50 |
| Police Chief | \$ 65,842.64 | 1 | \$ 65,842.64 | | | | \$ 65,842.64 | \$ 19,525.44 | \$ 6,419.66 | \$ 236.28 | \$ 168.65 | \$ 97,192.66 | \$ 46.73 |
| Senior Police Officer | \$ 23.54 | 2080 | \$ 48,971.33 | \$3,178.43 | \$1,412.63 | \$ 1,840.00 | \$ 55,402.39 | \$ 19,525.44 | \$ 5,401.73 | \$ 221.28 | \$ 4,349.09 | \$ 84,899.93 | \$ 40.82 |
| Police Officer | \$ 23.08 | 2080 | \$ 48,016.52 | \$3,116.46 | \$1,385.09 | \$ 1,840.00 | \$ 54,358.06 | \$ 7,830.24 | \$ 5,299.91 | \$ 206.28 | \$ 4,267.11 | \$ 71,961.60 | \$ 34.60 |
| Part-time officer | \$ 17.05 | 600 | \$ 10,227.52 | | | | \$ 10,227.52 | \$ 10,227.52 | \$ 5,299.91 | \$ 802.86 | \$ 11,030.38 | \$ 18.30 | |
| Lead Worker | \$ 22.54 | 2080 | \$ 46,892.32 | \$2,000.00 | | | \$ 49,392.32 | \$ 19,525.44 | \$ 3,284.59 | \$ 3,877.30 | \$ 76,079.65 | \$ 36.58 | |
| Wastewater Operator | \$ 20.17 | 2080 | \$ 41,956.34 | \$1,500.00 | | | \$ 43,956.34 | \$ 19,525.44 | \$ 2,925.10 | \$ 3,450.57 | \$ 69,855.45 | \$ 33.58 | |
| Street Worker | \$ 15.95 | 1 | \$ 32,198.00 | \$1,500.00 | | | \$ 34,198.00 | \$ 7,830.24 | \$ 2,274.17 | \$ 2,684.54 | \$ 46,986.95 | \$ 22.59 | |
| Part-time General Laborers | \$ 13.50 | 3120 | \$ 42,120.00 | \$1,500.00 | | | \$ 44,120.00 | \$ 500.00 | \$ 2,953.98 | \$ 3,465.42 | \$ 50,517.40 | \$ 24.29 | |
| Street Supervisor Reg. Pkg | | | | | | | | \$ 12,885.00 | | | | \$ 45,988.93 | \$ 22.11 |
| Librarian | \$ 40,165.00 | 1 | \$ 40,165.00 | | | | \$ 40,165.00 | | \$ 2,670.97 | | \$ 3,152.95 | \$ 21,097.62 | \$ 12.38 |
| Library Part-time | \$ 19,562.00 | 1 | \$ 19,562.00 | | | | \$ 19,562.00 | | | | \$ 1,535.62 | \$ 618,122.06 | \$ 29.17 |

\$ 13,355.27 PW/RT \$ 8,753.82
 PW/HL \$ 59,766.12

2.5% increase → ← 8% increase

| Employee | Rate | Hrs. | Est Salary | OT | DT | On-call | Sub-Total | Health | Retirement | Disability | Soc Sec. | Total |
|-----------------------|-----------|-------|------------|-------|-------|---------|-----------|--------|------------|------------|----------|---------|
| Police Chief | 65,842.64 | 1 | 65,843 | | | | 65,843 | 19,525 | 6,420 | 236 | 5,169 | 97,193 |
| Senior Police Officer | 23.54 | 2,080 | 48,963 | 3,178 | 1,412 | 1,840 | 55,394 | 19,525 | 5,401 | 221 | 4,348 | 84,889 |
| Police Officer | 23.08 | 2,080 | 48,006 | 3,116 | 1,385 | 1,840 | 54,347 | 7,830 | 5,299 | 206 | 4,266 | 71,949 |
| Part-time officer | 17.05 | 600 | 10,230 | | | | 10,230 | | | | 803 | 11,033 |
| | | | | | | | 185,813 | | | | | 265,064 |

| | | | | | | | | | | | | |
|-----------------------|-----------|-------|--------|-------|-------|-------|-----------------------|--------|-------|-----|-------|---------------|
| Police Chief | 65,842.64 | 1 | 65,843 | | | | 65,843 | 19,525 | 6,420 | 236 | 5,169 | 97,193 |
| Senior Police Officer | 23.54 | 2,080 | 48,963 | 3,178 | 1,412 | 1,840 | 55,394 | 7,830 | 5,401 | 221 | 4,348 | 73,194 |
| Police Officer | 0.00 | 0 | 0 | | | | 0 | 0 | 0 | 0 | 0 | 0 |
| Part-time officer | 17.05 | 2,080 | 35,464 | | | | 35,464 | | 3,458 | | 2,784 | 41,706 |
| | | | | | | | 156,700 | | | | 2,784 | 212,092 |
| | | | | | | | <u>Savings</u> 29,113 | | | | | <u>52,971</u> |

more hours than was
 Full time straight time
 paid in straight time
 years

Officer Jole becomes Senior Officer

Total Annual Savings

| Employee | Rate | Hrs. | Est Salary | OT | DT | On-call | Sub-Total | Health | Retirement | Disability | Soc Sec. | Total |
|-----------------------|-----------|-------|------------|-------|-------|---------|---------------|--------|------------|------------|----------|---------------|
| Police Chief | 65,842.64 | 1 | 65,843 | | | | 65,843 | 19,525 | 6,420 | 236 | 5,169 | 97,193 |
| Senior Police Officer | 23.54 | 2,080 | 48,963 | 3,178 | 1,412 | 1,840 | 55,394 | 19,525 | 5,401 | 221 | 4,348 | 84,889 |
| Police Officer | 23.08 | 2,080 | 48,006 | 3,116 | 1,385 | 1,840 | 54,347 | 7,830 | 5,299 | 206 | 4,266 | 71,949 |
| Part-time officer | 17.05 | 600 | 10,230 | | | | 10,230 | | | | 803 | 11,033 |
| | | | | | | | 185,813 | | | | | 265,064 |
| Police Chief | 65,842.64 | 1 | 65,843 | | | | 65,843 | 19,525 | 6,420 | 236 | 5,169 | 97,193 |
| Senior Police Officer | 23.54 | 2,080 | 48,963 | 3,178 | 1,412 | 1,840 | 55,394 | 7,830 | 5,401 | 221 | 4,348 | 73,194 |
| Police Officer | 0.00 | 0 | 0 | | | | 0 | 0 | 0 | 0 | 0 | 0 |
| Part-time officer | 17.05 | 2,680 | 45,694 | | | | 45,694 | | 4,455 | | 3,587 | 53,736 |
| | | | | | | | 166,930 | | | | | 224,123 |
| | | | | | | | <u>18,883</u> | | | | | <u>40,941</u> |

2080 + 600 from Above

* 600 hours is what chief budgets annually for part time help.

Total annual saving

This chart accounts for all budgeted man hours in 2013 111,000

City of Princeton Wisconsin
Police Services Contract Analysis
April 27, 2013

By: Joe LeMire, Mubera Prasko and Mike Morrissey

Professor Karl Nollenberger
University of Wisconsin Oshkosh
MPA 721 Public Policy Analysis

EXECUTIVE SUMMARY

City of Princeton Police Department Collective Bargaining Agreement Analysis

The administration for the City of Princeton represented by Chief Matt Bargenquast, Mayor Bob Mosolf and Alderperson (Ward 3) Greg Hardt requested an analysis of the Princeton Police Department collective bargaining agreement. The concern was that language in the contract may be vague, inconsistent with current law or allow for certain inefficiencies within the police department.

The contractual areas that the administration requested an analysis of were Article 3 (Dues Deduction), Article 8 (Hours of Work and Overtime), Article 15 (Vacations), Article 16 (Holidays), Article 23 (Probationary Employees) and Article 26 (No Other Agreements). In order to analyze these sections of the collective bargaining agreement a comparative analysis was done with five other Wisconsin city police departments of similar size and their respective collective bargaining agreements. These departments were: Eagle River, Mineral Point, Phillips, Omro and Winneconne, WI. In addition to this comparative analysis we also researched Wisconsin and Federal labor laws and met with the Police Chiefs from Omro and Winneconne, WI

As a result of the analysis the following recommendations were made in regards to the aforementioned contractual sections. The changes outlined below will allow the department to come into compliance with legal issues in addition to becoming clearer to the reader. Contracts should be a layout for wages, benefits and process policies between the employees and administration; clarification of these points will accomplish these tasks and become consistent with others in the City of Princeton.

| | |
|--|--|
| Article 3 (3.1-3.3) Dues Deduction | The language was found to be legal and no recommendation for change was made. |
| Article 8 (8.2) Hours of Work | The police department schedule rotation be adjusted so that officers work a full 80 hours every two weeks and a total of 2080 hours per year. In the current 5 on 4 off rotation the officers work between 61 and 101 hours every two weeks and are paid an “equivalent” 80 hours. This system may be inconsistent with law and inconsistent with other city employee payroll systems. |
| Article 8 (8.2) Overtime (Compensatory Time) | Statement regarding carryover of time in excess of 40 hours, requiring the consent of the employer and employee, be removed and replaced with more definitive language. The current language meets the requirement of federal law and Fair Labor Standards Act (FLSA); however this adjustment in language will remove argument and potential for favoritism. It is additionally recommended that the cap of 120 hours be reduced to 80. |
| Article 8 (8.5) Standby Duty | Hourly pay for standby be increased to \$3.00/hour and employees be restricted to no use of intoxicants, remain within 5 miles of personal residence and inform department of whereabouts if leaving the personal residence. |
| Article 15 (15.4-15.8) Vacations | Implement more definitive language regarding carryover of excess time from year to year. Current language leaves open issue of favoritism and clarity. |
| Article 16 (16.1-16.2) Holidays | Remove language requiring “mutual agreement” for the taking off of Holiday time. The Chief of Police has the management right to schedule the department |
| Article 23 (23.1) Probationary Employees | Remove 270 hour requirement and replace with one year time period with Chief of Police discretion to extend by six months. |
| Article 26 No Other Agreements | The language was found to be legal and consistent. No recommendation for change. |

| | |
|---|-------|
| Community Demographics and Crime Statistics..... | 5-6 |
| Sectional Analysis of Existing Contract | |
| ❖ Article 3 (3.1-3.3) Dues Deductions..... | 6-8 |
| ○ Status Quo | |
| ○ Comparative Analysis | |
| ○ Criteria Evaluation | |
| ○ Recommended Changes | |
| ❖ Article 8 (8.2) Hours of Work and Overtime..... | 8-18 |
| ○ Status Quo | |
| ○ Comparative Analysis | |
| ○ Criteria Evaluation | |
| ○ Recommended Changes | |
| ❖ Article 8 (8.5) Standby Duty..... | 18 |
| ○ Status Quo | |
| ○ Comparative Analysis | |
| ○ Recommended Changes | |
| ❖ Article 15 (15.4 & 15.8) Vacations..... | 18-19 |
| ○ Status Quo | |
| ○ Comparative Analysis | |
| ○ Recommended Changes | |
| ❖ Article 16 (16.1 & 16.2) Holidays..... | 19-20 |
| ○ Status Quo | |
| ○ Comparative Analysis | |
| ○ Recommended Changes | |
| ❖ Article 23 (23.1) Probationary Employees..... | 20-21 |
| ○ Status Quo | |
| ○ Comparative Analysis | |
| ○ Recommended Changes | |
| ❖ Article 26 No Other Agreement..... | 21-22 |
| ○ Status Quo | |
| ○ Comparative Analysis | |
| ○ Criteria Evaluation | |
| ○ Recommended Changes | |
| Conclusion..... | 22 |
| Acknowledgements..... | 24 |
| Works Cited..... | 24 |
| Appendices..... | 25-26 |

Princeton is located within Green Lake County, Wisconsin. In the 2011 Census, the City of Princeton population was 1,214 which was a 19.3% decrease since 2000. The city is located within the Town of Princeton, but is politically independent. The Fox River flows through the city, dividing the city into an east half and west half. Princeton is the home of the state's largest outdoor weekly flea market, which is open every Saturday mid-April through mid-October.

The median age in the city was 44.7 years. 22.9% of residents were under the age of 18; 5% were between the ages of 18 and 24; 22.6% were from 25 to 44; 28.5% were from 45 to 64; and 20.9% were 65 years of age or older. The gender makeup of the city was 46.6% male and 53.4% female

The estimated median household income in 2009 was \$37,494 (Wisconsin \$49,993), and estimated per capita income in the 2009 was \$19,625. Estimated median house or a condo was \$89,657 (Wisconsin \$170,800). The percentage of residents living in poverty in 2009 was 8.2% - (7.5% for White Non-Hispanic residents, 100.0% for African American residents, 0.0% for American Indian residents). The average household size is 2.1 people and the average family size was 2.83; percentage of family household 56.6%, and percentage of the household with unmarried partners 4.5%.

In March 2012 cost of living index in Princeton was 88.1 (less than average, U.S. average is 100)

Races in Princeton

- White alone - 1,167 (96.1%)
- Hispanic - 18 (1.5%)
- African American alone - 12 (1.0%)
- American Indian alone - 6 (0.5%)
- Two or more races - 6 (0.5%)
- Asian alone - 5 (0.4%)

Full-time law enforcement employees in 2010, including the police officers totaled 5, and averaged 3.63 per 1,000 residents (Wisconsin average 2.31).

| Type | 2001 | 2003 | 2004 | 2005 | 2006 | 2007 |
|--|--------|--------|--------|--------|--------|--------|
| Murders | 0 | 0 | 0 | 0 | 0 | 0 |
| per 100,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| Rapes | 0 | 0 | 0 | 0 | 0 | 0 |
| per 100,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| Robberies | 0 | 0 | 0 | 1 | 0 | 0 |
| per 100,000 | 0 | 0 | 0 | 67.5 | 0 | 0 |
| Assaults | 2 | 1 | 0 | 1 | 0 | 1 |
| per 100,000 | 132 | 67.1 | 0 | 67.5 | 0 | 69.1 |
| Burglaries | 7 | 2 | 1 | 5 | 3 | 6 |
| per 100,000 | 462 | 134.2 | 66.8 | 337.4 | 204.4 | 414.4 |
| Thefts | 30 | 45 | 21 | 19 | 18 | 21 |
| per 100,000 | 1980.2 | 3020.1 | 1403.7 | 1282.1 | 1226.2 | 1450.3 |
| Auto thefts | 3 | 3 | 0 | 3 | 8 | 0 |
| per 100,000 | 198 | 201.3 | 0 | 202.4 | 545 | 0 |
| Arson | 0 | N/A | 0 | 0 | 0 | 0 |
| per 100,000 | 0 | N/A | 0 | 0 | 0 | 0 |
| City-data.com crime index (higher means more crime, U.S. average = 319.1) | 152.2 | 158 | 60.2 | 123.5 | 105.8 | 99.8 |

SECTIONAL ANALYSIS OF EXISTING CONTRACT

ARTICLE 3 • DUES AND DEDUCTIONS

Article 3 (3.1-3.3)

3.1 The City agrees to deduct monthly dues from the pay of employees who individually sign voluntary check-off authorization forms supplied by the Association which shall include the following statement:

I, the undersigned, hereby authorize the City of Princeton to deduct from my wages each and every month my association dues in the amount as certified by written notice from the Association on an annual basis and direct that such amounts 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 Agreement or for one (1) year, whichever is less.

This authorization shall be renewable in writing by giving notice to the City on or before January 1. This authorization is revocable upon thirty (30) days written notice to the City and the Association.

3.2 The City shall deduct the appropriate amount from the first two (2) paychecks each month of each employee requesting such a deduction following receipt of such statement and shall remit the total of such deductions to the Association in one lump sum.

3.3 The Association will refund to the employee involved any Association dues erroneously collected by the City and paid to the Association. The Association agrees to hold the City harmless from any claims or demands arising out of the City's compliance with the provisions of this Article.

Status Quo

In June of 2011, Governor Scott Walker of the State of Wisconsin signed into law 2011 Wisconsin Act 10, also known as the Wisconsin Budget Repair Bill. Act 10, as written into law, curtailed many of the collective bargaining agreements for union employees in the State of Wisconsin. Specifically, whether union employees were required to pay union dues and whether the governmental agency overseeing the unions was required to deduct those dues from employee checks and forward them to the unions were curtailed.

During our discussion with the City of Princeton administration including the chief of police, mayor and alderman, they expressed concern as to whether they were still complying with the law by deducting the dues of the police department employees and forwarding them to the union. They requested we research the law to confirm whether they were still in compliance by continuing that practice.

Comparative Analysis

The first step in analyzing whether the City of Princeton was complying with the law was to review the contracts of the other police departments. The contracts we collected were from the Wisconsin cities of Eagle River, Mineral Point, Omro, Phillips, and Winneconne. It was determined that each one of these contracts had consistent language in regards to dues deductions for employees. Each contract contained a statement that referred to "Fair Share Agreement" and also stated that nobody was required to join the union and the city would deduct union dues from the paychecks and forward them to the respective unions. It appeared that in each contract the language was either identical or consistent. Additionally, we compared each of these five contracts to the language in the Princeton Police Department contract; the language was also consistent. All contracts are represented by the Wisconsin Professional Police Association (WPPA) which contributes to the language either being identical or consistent.

Criteria Evaluation

Legality

In addition to conducting the contracts comparison, we looked at Wisconsin State law 111.70 titled Municipal Employment, section (f) Fair Share Agreement:

111.70 Municipal employment.

(1) Definitions. As used in this subchapter:

(f) "Fair-share agreement" means an agreement between a municipal employer and a labor organization that represents public safety employees or transit employees under which all or any of the public safety employees or transit employees in the collective bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members.

Additionally, State Law 111.70 (2) further states: *Rights of Municipal Employees. Municipal employees have the right of self-organization and the right to form join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection. Municipal employees have the right to refrain from any and all such activities. A general municipal employee has a right to refrain from paying dues while remaining a member of a collective bargaining unit. A public safety employee or a transit employee, however, may be required to pay dues in the manner provided in a fair share agreement; a fair share agreement covering a public safety employee or a transit employee must contain a provision requiring the municipal employer to deduct the*

amount of the dues as certified by the labor organization from the earnings of the employee affected by the fair share agreement and to pay the amount deducted to the labor organization.

In January 2013, the Federal Court of Appeals for the Seventh Circuit upheld Wisconsin Governor Scott Walker's law and the changes that have been made to it. It should be noted that 111.70 allows all general municipal employees the right to refrain from paying dues; however, pursuant to a fair share agreement, public safety employees may be required to pay union dues and the municipal employer would be required to deduct those dues and forward to the labor organization.

Per the law stated above, it is determined that the City of Princeton, as well as the other cities noted above, are all currently in compliance with the law.

Recommended Changes:

Based on the comparative analysis, the review of the law, and the Federal Appeals Court upholding Act 10, it was determined that the current language in the Princeton contract regarding dues deductions is valid. The act of the city deducting the dues and forwarding them to the labor organization is in compliance with the law; therefore, no change is necessary or recommended in this case.

ARTICLE 8 • HOURS OF WORK AND OVERTIME

Article 8 (8.2)

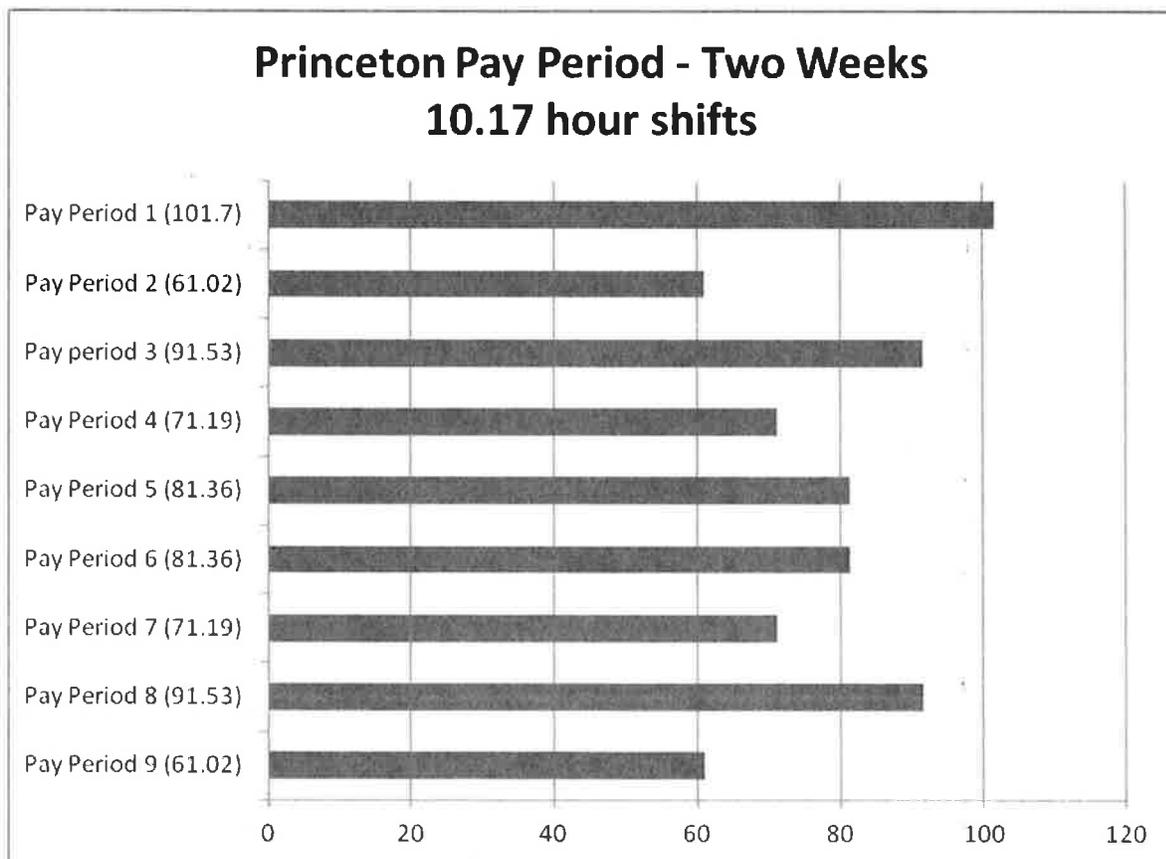
8.2 The workweek for unit employees shall be 6-3, 6-3, 6-3 (six on duty days to be followed by three rest days, 6-3). The normal workday shall be eight and one-half hours (8½) consisting of eight (8) hours of work and one-half (½) hour paid lunch period. The City will attempt to provide officers with at least eight (8) hours between scheduled work shifts. Time and one-half (1½) will be paid for work of more than eight and one-half (8½) hours in the normal workday. Employees may elect to take compensatory time off with the agreement of the City in lieu of receiving overtime pay at the rate of one and one-half (1½) times the number of overtime hours worked, up to a maximum accumulation of one hundred twenty (120) hours. Also, on the last payroll period in December, any accumulated compensatory time in excess of sixty (60) hours shall be paid out to the employee. With the consent of the employer and employee, compensatory time in excess of sixty (60) hours may be carried from one calendar year to the next.

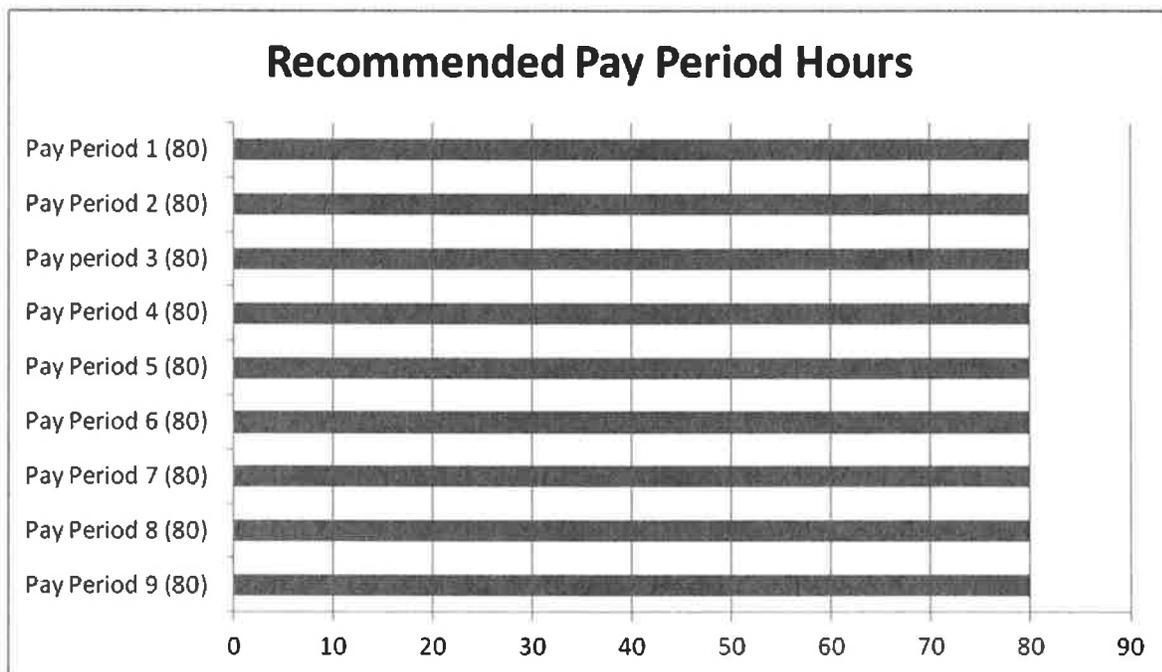
During a discussion with the Princeton administration to include Chief Matt Bargaquast, Mayor Bob Mosolf, and Alderperson (Ward 3) Greg Hardt, they indicated they wanted to look at the hours of work for the department. One of the concerns was that in February 2010, they signed a Letter of Agreement with the collective bargaining unit changing the on/off days from a six on, three off system to a five on, four off system working 10.17 hour per day. This Letter of Agreement was signed by the city administrator, the chief of police, and the president and also a business representative of the Wisconsin Professional Police Association (WPPA). Stated in the Letter of Agreements is, "*the above listed work schedule (5-4) is agreed to on a trial basis of six months and at any time during the trial period either party, by written notice to the other party, can terminate this agreements after 30 days. Continuation of the listed work schedule (5-4) past the six month trial period will certify acceptance of said work schedule by both parties and the work schedule shall then remain part of the 2009 - 2011 collective bargaining agreement.*"

The concern is that this Letter of Agreement still exists and the language has not been implemented in the current 2012-2013 contract; the old contract language still states the work schedule of 6-3, 6-3. It was also discussed that the five on, four off system, working 10.17 hours per day needs to be looked at for legality and acceptability going forward.

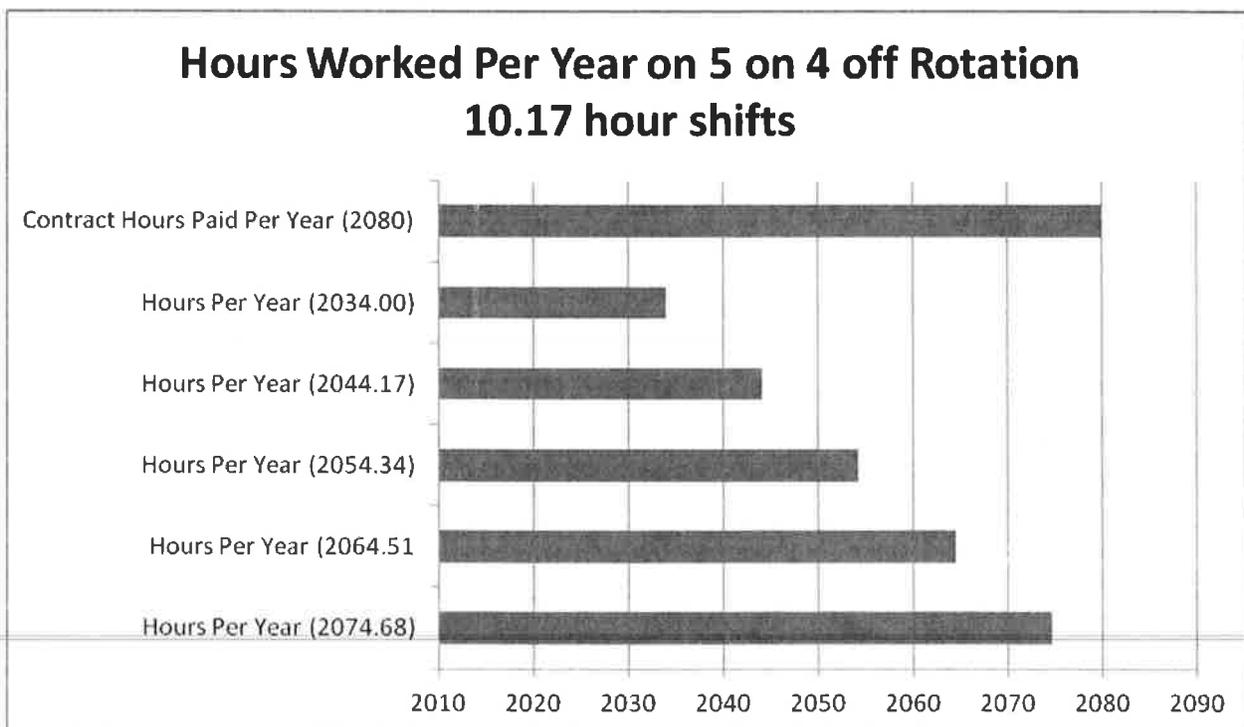
Status Quo

The status quo would be to remain with a separate Letter of Agreement outside of the collective bargaining agreement. It is obvious that the hours of work need to be implemented into the contract and therefore whether the system remains a five on, four off system or some additional system, the language needs to be included in the collective bargaining agreement in order to avoid confusion and disagreement. However, upon evaluation of the five on, four off rotating system of 10.17 hours days, it was discovered there is some contradiction between this system and Article 9 of the collective bargaining agreement. Working 10.17 hours per day on a five on, four off police schedule, an officer never consistently works the same amount of hours in a two-week period. The amount of hours an officer works rotates over nine two-week pay periods. Every two weeks the officer works the following hours: 101.7; 61.02; 91.53; 71.19; 81.36; 81.36; 71.19; 91.53; and 61.02 hours. This rotation of the nine pay periods would then begin all over again with the 101.7 hours. This contradicts Article 9 of the collective bargaining agreement which states, "*Wages shall be paid every two weeks according to the wage schedule attached hereto as Appendix A. Due to the volatility of the employee schedule, the city agrees to compensate the employee the equivalent of an 80-hour work week for all regular hours worked during the two-week period.*"





The issue with Article 9 of the collective bargaining agreement is that it assumes officers will work the equivalent of 80 hours every two weeks, which over the course of a year and 26 pay periods would be 2,080 hours. However, after running out the schedule over a period of 52 weeks or 26 pay periods, it was discovered that each officer would not work 2,080 hours. Depending on the officer rotation, they would work the following hours in a year's time: 2,034; 2,044.17; 2,054.34; 2,064.51; and 2,074.68. Remaining on this on-off system will be discussed further below.



Strengths

The strength of staying on this five on, four off system is the familiarity to the officers and their appreciation for the 10-hour shift schedule and the rotation of off days. It is also a schedule known to the chief of police in that he is familiar with the scheduling that takes place on this system. Chief of Police, Matt Bargaquast, also stated that he feels this on-off system in a small town is a system that prevents people from understanding when officers are working and provides an element of surprise as people are not sure when and where officers will be seen on duty in Princeton.

Weaknesses

The weakness of this on-off system is that the officers are being paid every two weeks for 80 hours, yet they are not working 80 hours. There could be an argument from other city employees when officers are working less than 80 hours and being paid for the full 80 hours. There is also a possibility that officers working more than 80 hours at some time in the future would argue that they are entitled to overtime for all hours worked over 80 hours. In speaking with Chief Bargaquast, he did disclose that there has been some complaint by other city employees regarding officers working 60 or 70 hours in a two-week period and being paid for the full 80 hours. The fairness of this on-off system for a city department is something that is in question.

Criteria Evaluation

Legality

There may be a legal issue with the officers of the Princeton Police Department being paid on what would be called an equivalent or an average basis. Nonexempt employees are those who work an hourly schedule and are paid according to the number of hours they worked in a two-week period; whereas an exempt employee is someone considered a "salaried employee" and is paid on an equivalent or average basis. Police officers are considered nonexempt employees and to continue receiving their hourly wage plus overtime, they should work and be paid for actual hours worked.

In the Code of Federal Regulations, specifically 29 CFR 553.230, titled Maximum Hours Standards for Work Periods of 7-28 Days - Section 7(k), subheading b states: *"For those employees engaged in law enforcement activities (including security personnel in correctional institutions) who have a work period of at least 7 but less than 28 consecutive days, no overtime compensation is required under section 7(k) until the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to 28."* In looking at this law further, it indicates that for law enforcement, if hours are worked over 171 hours in 28 days or 86 hours in 14 days or 43 hours in 7 days (see graph below), there is a potential for an employee to be entitled to overtime depending on the actual work period. In the case of "86 hours in a 14 day period", there could be argument that during those two-week periods when 91 or 101 hours are worked, there is entitlement to overtime based on federal law. In order to remove this argument or potential disagreement, officers should be paid hour for hour. The five on, four off system is not an hour for hour system and creates a legality issue.

29 CFR 553.230, titled Maximum Hours Standards for Work Periods of 7-28 Days - Section 7(k)

| Work Period (days) | Maximum Hours Standards | |
|-----------------------|-------------------------|-----------------|
| | Fire Protection | Law Enforcement |
| 28 | 212 | 171 |
| 27 | 204 | 165 |
| 26 | 197 | 159 |
| 25 | 189 | 153 |
| 24 | 182 | 147 |
| 23 | 174 | 141 |
| 22 | 167 | 134 |
| 21 | 159 | 128 |
| 20 | 151 | 122 |
| 19 | 144 | 116 |
| 18 | 136 | 110 |
| 17 | 129 | 104 |
| 16 | 121 | 98 |
| 15 | 114 | 92 |
| 14 | 106 | 86 |
| 13 | 98 | 79 |
| 12 | 91 | 73 |
| 11 | 83 | 67 |
| 10 | 76 | 61 |
| 9 | 68 | 55 |
| 8 | 61 | 49 |
| 7 | 53 | 43 |

Political Acceptability

Initially, the political acceptability to the five on, four off system would appear to be high based on the fact that the system works for the city and the chief and officers are satisfied with the system. However, if there is openness to liability or civil liability due to the amount of hours officers are working or the potential entitlement to overtime, the political acceptability would be lower. Therefore this system should have further scrutiny for possible adjustment to the on-off rotation and number of hours worked.

Robustness and Improvability

This system has improved morale and efficiency in the department given that the officers enjoy the 10-hour (10.17) hour shifts and the rotation of the days off which gives them a certain number of weekends off over the course of a month or two months. This system works well in that regard.

However, there is a 10-hour shift system that is legal and paid hour for hour which should be considered.

Potential Change: 10-hour shift schedule

The alternative work schedule for the City of Princeton to consider is a straight 10-hour system that works in the following rotation: four on, three off; five on, three off; five on, three off; five on, three off; five on, four off; four on, four off; and four on, four off. Following the last four on, four off period, the rotation would begin with the four on, three off rotation again. During this rotation, the specific days off would be as follows: Sunday, Monday, Tuesday; Monday, Tuesday, Wednesday; Tuesday, Wednesday, Thursday; Wednesday, Thursday, Friday; Thursday, Friday, Saturday, Sunday; Friday, Saturday, Sunday, Monday; Saturday, Sunday, Monday, Tuesday. In this on-off rotation and with these specific days off, each employee would work exactly 80 hours every two weeks and 2,080 every year.

Strengths

The greatest strength of this system is that it is legal and abides by the Code of Federal Regulations for overtime in paying the officers exactly hour for hour for time worked. Additionally, this on-off rotation is clear to the officers, the chief of police, and to the financial officers of the city in that it is exactly 80 hours per pay period. That being said, the rotation is not one consistent schedule that would allow the community to figure out exactly when officers will be working; thus maintaining the element of surprise Chief Bargaquast wanted. Lastly, the rotation of the off days still allows officers to have either part of a weekend or an entire weekend off every five to seven weeks, just as with the five on, four off system.

| PRINCETON ON/OFF ROTATION | | RECOMMENDED ON/OFF ROTATION | |
|----------------------------------|------------------|------------------------------------|-----------------|
| On/Off Rotation | Off Days | On/Off Rotation | Off Days |
| 5 on 4 off | Fri-Sat-Sun-Mon | 4 on 3 off | Sun-Mon-Tue |
| 5 on 4 off | Sun-Mon-Tue-Wed | 5 on 3 off | Mon-Tue-Wed |
| 5 on 4 off | Tues-Wed-Thu-Fri | 5 on 3 off | Tue-Wed-Thu |
| 5 on 4 off | Thu-Fri-Sat-Sun | 5 on 3 off | Wed-Thu-Fri |
| 5 on 4 off | Sat-Sun-Mon-Tue | 5 on 4 off | Thu-Fri-Sat-Sun |
| 5 on 4 off | Mon-Tue-Wed-Thu | 4 on 4 off | Fri-Sat-Sun-Mon |
| 5 on 4 off | Wed-Thu-Fri-Sat | 4 on 4 off | Sat-Sun-Mon-Tue |

Weaknesses

One weakness of this system is that it is not something currently in the contract and would have to be bargained through the collective bargaining process and there may be resistance from the bargaining unit. A clear argument to this reluctance would be the legality of this system and the need to be paying nonexempt employees hour for hour according to the law. The other weakness of

this system is just the fact that it would be a change. Officers would have to learn a new system and wouldn't consistently have four days off after five days on. However, as stated numerous times, in order to compensate officers for actual hours worked, a schedule needs to be devised that consists of 40 hours per week, 80 hours every pay period, and 2,080 per year.

Criteria Evaluation

Legality

In this alternative 10-hour shift schedule, the legality of the system is clear in that every two weeks an officer would work 80 hours and they would be paid on an hour for hour basis with overtime coming after 10 hours in a day or 80 hours in two weeks. Wages are not on an equivalency or average basis.

Political Acceptability

Politically this system would also be acceptable as there would be no openness to civil liability or argument/grievance stating they worked more hours and should be paid additional time. It could also be noted that there would be no basis for complaint from other employees that one department was being paid for more hours than they are actually working. The system would be straight up, clear, and understandable to everyone.

Robustness and Improvability

The improvability of the schedule is again that it would be clear and concise. Officers would understand exactly what their rotation would be, exactly how many hours they would be paid for and exactly when overtime would be justified. On/off days would also be clear and just like their five on, four off system, the schedule still allows for a number of weekend days off which the officers enjoy.

Recommended Changes:

It is recommended that the City of Princeton switch to the new 10-hour shift system spanning the on/off day rotation previously outlined. It is recommended that they make this change in order to abide by law, avoid civil liability, and provide clarity to the employees of the police department as well as all other employees in the City of Princeton. The full recommendation of the language is below.

Article 8 (8.2)

8.2 *The workweek for unit employees shall be rotating on/off days while working 10 hours shifts. The on/off days shall be rotated as follows: 4-3, 5-3, 5-3, 5-3, 5-4, 4-4, 4-4.*

| | |
|------|--|
| 4 on | Off – Sunday, Monday, Tuesday |
| 5 on | Off – Monday, Tuesday, Wednesday |
| 5 on | Off – Tuesday, Wednesday, Thursday |
| 5 on | Off – Wednesday, Thursday, Friday |
| 5 on | Off – Thursday, Friday, Saturday, Sunday |

| | |
|------|---|
| 4 on | Off – Friday, Saturday, Sunday, Monday |
| 4 on | Off – Saturday, Sunday, Monday, Tuesday |

The normal workday shall be ten hours to include a one-half (½) hour paid lunch period. The City will attempt to provide officers with at least eight (8) hours between scheduled work shifts. Time and one-half (1½) will be paid for work of more than ten hours in the normal workday. Employees may elect to take compensatory time off with the agreement of the City in lieu of receiving overtime pay at the rate of one and one-half (1½) times the number of overtime hours worked, up to a maximum accumulation of eighty (80) hours. Also, on the last payroll period in December, any accumulated compensatory time in excess of forty (40) hours shall be paid out to the employee. Carrying over of Compensatory time in excess of 40 hours will only be permissible in the event of need for Family Medical Leave Act (FMLA) purposes.

Article 9

9.1 Wages shall be paid every two (2) weeks according to the wage scale attached hereto as Appendix A. Employees will be paid for all "regular" hours worked (80 hours) during the two (2) week period. In addition, employees will be compensated for any overtime, standby duty, or compensatory time worked during the two (2) week period.

Article 8 (8.2) Overtime/Compensatory Time

One of the concerns in the collective bargaining agreement with the Princeton Police Department is the area that discusses compensatory time. The section of concern is under Article 8 and states, *"Employees may elect to take compensatory time off with the agreement of the city in lieu of receiving overtime pay at the rate of 1 ½ times the number of overtime hours worked up to a maximum accumulation of 120 hours. Also, on the last payroll period in December, any accumulated compensatory time in excess of 60 hours shall be paid out to the employee. With the consent of the employer and employee, compensatory time in excess of 60 hours may be carried over from one calendar year to the next."* This section of the original bargaining agreement is in contrast to the Letter of Agreement that was signed in February 2010. The language that was stated above is exactly the same as the Letter of Agreement; however, instead of officers being able to carry over time in excess of 60 hours, the Letter of Agreement says 40 hours. This contradiction needs to be clarified. Also, the language in the contract that indicates hours may be carried over 'with the consent of the employer and employee' should be reconsidered.

Status Quo

The status quo in this case would be to stay with the system stated in the Letter of Agreement as it appears to be the most current language. That language indicates an accumulation of compensatory time up to 120 hours with a potential pay out of time in excess of 40 hours, in addition to the possibility of carrying over time in excess of 40 with the consent of the employer and employee.

Strengths

The strength of the status quo would be that it is the current language (no bargaining is necessary) and it gives the employee a stake in whether time can be carried over. It also gives them the opportunity to save and accumulate up to 120 hours of compensatory time.

Weaknesses

The weakness of this system is also the accumulation of up to 120 hours of time. During the comparative analysis of this report, I made contact with Chief Jim Reed of the Omro Police Department and Chief Pete Running of the Winneconne Police Department; we discussed compensatory time in their departments. Both of them relayed to me that the difficulty with comp time in small police departments is that because the departments are so small, you cannot compensate for all of the comp time that someone may be carrying on the books. In many cases, you have to pay the overtime anyway so you do not want to risk the possibility of accruing additional compensatory time in a situation where you must pay overtime to one officer to replace the officer that is redeeming comp time; this tends to compound the situation. Due to this fact, their recommendation is that the number of hours that can be accumulated and/or carried over should be reduced as much as possible during collective bargaining.

Another weakness of this system is the statement in the collective bargaining agreement that says "*with the consent of the employer and employee*". This statement leaves open the possibility that multiple parties must agree to whether time can be carried over into the next year. In doing the comparative analysis of the other five police departments that provided contracts for this report, it was discovered that each contract has a more definitive statement as to whether time can be carried over and when and where it is paid out. Therefore the openness of this statement is a weakness in the collective bargaining agreement. Examples of those definitive statements are shown below.

| | |
|---|---|
| Eagle River Police Section 7.02 Page 7 | Employee may accrue comp time up to 480 hour maximum based on Fair Labor Standards Act 207(o). The Employee will not request more than 105 hours at one time (unless for Family Medical Leave). Employee may NOT carry over into the next year but may request payment for time. |
| Mineral Point Police Section 19.03 Page 11 | Employee may accrue comp time up to 60 hours. Anything over 60 hours will be paid out. If not used by 12/31 of each year then time carried over to following 7/31. If time not used by then it is paid out. |
| Omro Police Article 22 (22.5) Page 18 | Employee may accrue comp time up to 40 hours. Employee may carry over up to 24 hours of comp time if requested 14 days prior to the start of the last pay period. The carried over time then must be used by June 30 or forfeited. If employee does not request to carry over time then the time is paid out on 12/31. |
| Phillips Police Section 16.07 Page 12 | Employee may accrue comp time up to 42 hours and be paid out at employees request at end of 1 year. An employee may request to carry over comp time up to 42 hours. (In negotiation process-language change) |
| Winneconne | Comp time can be earned but used within the year or paid out. No language allowing for carry over and no language as |

| | |
|---------------------------------|--|
| Police Article 21 Page 10 | to cap (Would be held to 480 hour max allowed through FLSA). |
|---------------------------------|--|

Criteria Evaluation

Legality

In the Code of Federal Regulations, specifically 29 CFR 553.24 “public safety”, “emergency response”, and “seasonal” activities. Sub (a), Section 7(o) 3 (A) of the Fair Labor Standards Act provides that an employee of a public agency which is a state, political subdivision of a state, or an interstate governmental agency may accumulate not more than 480 hours of compensatory time for FLSA overtime hours which are worked after April 15, 1986, if the employee is engaged in “public safety, emergency response, or seasonal activity”.

It is determined that the status quo of the compensatory time in the collective bargaining agreement is legal. The 120 hours they are able to accumulate is within the guidelines of the Code of Federal Regulations and the Fair Labor Standards Act.

Political Acceptability

Politically, there may be concern with the status quo because when officers can accumulate up to 120 hours of compensatory time, it is an unfunded liability and provides an opportunity for officers to take more time off. Additionally, requiring the consent of the employer and the employee to carry over time above and beyond the 40 hours each year, provides for potential disagreement. When this type of agreement is required, it leaves open the possibility for dispute and potentially favoritism on the part of the chief executive in the police department.

Robustness and Improvability

The status quo could continue as is if it is not providing any additional problems for the police department. However, change to this system, *i.e.* lowering of the 120 hours could provide more efficiency and improvability to the scheduling going forward, as could changing the language to leave out the consent needed for carrying over additional hours.

Recommended Changes:

The recommended change in this system is the removal of the statement ‘with the consent of the employer and the employee’. It is recommended that there be more definitive language in the collective bargaining agreement when possible to state exactly when and where officers can carry over time in excess of whatever the cap is set at. Additionally, the current accumulation of 120 hours could be reduced to a more manageable number of about 80 hours with more specific language stating when additional hours over 40 could be carried over. The specific language changes recommended are stated below.

Article 8 (8.2) (section related to Compensatory Time)

Employees may elect to take compensatory time off with the agreement of the City in lieu of receiving overtime pay at the rate of one and one-half (1½) times the number of overtime hours worked, up to a maximum accumulation of ***eighty (80) hours***. Also, on the last payroll period in

December, any accumulated compensatory time in excess of forty (40) hours shall be paid out to the employee. ***Carrying over of Compensatory time in excess of 40 hours will only be permissible in the event of need for Family Medical Leave Act (FMLA) purposes.***

ARTICLE 8 • HOURS OF WORK AND OVERTIME (STANDBY DUTY)

Article 8 (8.5)

8.5 Employees shall be compensated for standby duty at the rate of two dollars (\$2.00) per hour. Standby is defined as a period of time designated by the City in which an employee must be available for immediate recall to work. The City shall be notified by the employee of his/her whereabouts at all times when in standby status. Employees who actually perform work during standby hours will be paid one and one-half (1½) times their regular rate of pay for such work. Employees may, at their option, volunteer to work standby duty on their off days.

Comparative Analysis

Of all the other cities contacted, only Phillips had any contractual language regarding Standby (On call) duty. The recommended language changes below reflect and address the concerns that were discussed during the initial consultation with the City of Princeton.

Recommended Changes:

Article 8 (8.5)

Employees shall be compensated for standby duty at the rate of two dollars (\$3.00) per hour. Standby is defined as a period of time designated by the City in which an employee must be available for immediate recall to work. The employee, during this time, will have an available working phone/cell phone with them and shall provide the number to the department. *The employee shall remain within 5 miles of their personal residence and shall refrain from the use of intoxicants to include alcohol. If the employee shall be away from their residence they shall inform the department of their whereabouts.* Employees who actually perform work during standby hours will be paid one and one-half (1½) times their regular rate of pay for such work. *Employee may be required to be on standby duty for maximum of eight (8) hours per week.* Employees may, at their option, volunteer to work standby duty on their off days.

ARTICLE 15 • VACATIONS

Article 15 (15.4 and 15.8)

15.4 Vacation time may not be accumulated from year to year and must be taken in the anniversary year after it is earned. Employees will take the City's operational needs into consideration before taking vacation time. Employees will provide timely notification of vacation of more than three (3) days duration.

15.8 Vacation may be carried over with permission of the Chief of Police and notification to the City Council.

Status Quo

The main concerns regarding Article 15 were providing clearer language and developing a policy that would not allow carry-over of vacation hours unless certain circumstances were met and the Chief and City Council approved.

Comparative Analysis

Eagle River and Omro both allow for carry-over of vacation hours with permission by either the Chief or "personnel committee". Mineral Point, Winneconne and Phillips maintain employees use vacation hours during the calendar year. Princeton would be consistent with other departments in the state either as they operate currently, or if they adopted a carry-over policy.

Recommended Changes:

Article 15 (15.4 and 15.8)

15.4 Vacation time may not be accumulated from year to year and must be taken in the anniversary year after it is earned. Employees will take the City's operational needs into consideration before taking vacation time. Employees will provide timely notification of vacation of more than three (3) days duration.

15.8 Vacation may not be carried over from year to year. However, if an employee is unable to use his/her vacation during such period due to reasons beyond the control of the employee or the department, the employee may carry over such unused vacation into the following year, subject to the approval of the Chief of Police and notification to the City Council. Additionally, any vacation time needed for purposes of Family Medical Leave Act may also be carried over into the next year with permission of the Chief of Police and notification to the City Council.

ARTICLE 16 • HOLIDAYS

Article 16 (16.1 and 16.2)

16.1 Full-time employees shall receive the following holidays as paid days off and said holidays shall be scheduled off as outlined in 16.2:

- New Year's Eve Day (December 31st)
- New Year Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Good Friday
- One Floating Holiday

16.2 Paid holidays off shall be scheduled as mutually agreeable between the employee and Chief of Police. Newly hired employees shall have their first year's holidays pro-rated according to the holidays listed on or after the employee's date of seniority.

Comparative Analysis

Compared to the other cities polled, the existing contract was not very clear regarding holidays and holiday pay. Most other cities have language that defines the parameters surrounding holidays and holiday pay. They also have some structure in place that covers hours worked on a holiday and how overtime gets paid on holidays worked. The language that referenced "mutually agreeable" was also deemed unnecessary and potentially a risk. Therefore the recommended changes below have been presented.

Recommended Changes:

Changing the contract language to that of the existing letter of recommendation is all that is advised regarding Article 16.

16.1 Full-time employees shall receive eight and one half (8.5) hours as paid time off for each of the following holidays and said holidays shall be scheduled off as outlined in 16.2:

New Year's Eve Day (December 31st)

New Year Day

Memorial Day

Independence Day (July 4th)

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

Good Friday

One Floating Holiday

16.2 Paid holidays off will be scheduled at the employees request and by approval of the Chief of Police. Newly hired employees shall have their first year's holidays pro-rated according to the holidays listed on or after the employee's date of seniority.

ARTICLE 23 • PROBATIONARY EMPLOYEES

Article 23 (23.1)

23.1 Employees shall serve a two hundred seventy (270) calendar days probationary period upon employment or re-employment. The length of an employee's probationary period shall automatically be extended the number of workdays equal to the number of workdays during the probationary period that the employee does not work the full work schedule.

Comparative Analysis

All the other sample cities offer a probation period of 12 months. Mineral Point and Phillips both allow for extensions under certain circumstances. The recommended changes below take into account the other cities procedures when making the following recommended changes.

Recommended Changes:**Article 23 (23.1)**

23.1 Employees shall serve a *one year probationary period* upon employment or re-employment. *Chief of Police shall have the option to expand that period as needed up to six (6) months. If not expanded by 6 months then the length of an employee's probationary period shall automatically be extended the number of workdays equal to the number of workdays during the probationary period that the employee does not work the full work schedule due to illness or injury.*

Article 23 (23.3)

23.3 During the *one (1) full calendar year* probationary period, employees shall be eligible to receive fringe benefits.

ARTICLE 26 • NO OTHER AGREEMENT**Article 26**

The City agrees not to enter into any other agreement, written or verbal, with unit employees and any such existing agreements are null and void by operation of this Agreement.

Status Quo

Article 26 of the Princeton Police Department Collective Bargaining Agreement states "*The city agrees not to enter into any other agreement, written or verbal, with unit employees and any such existing agreements are null and void by operation of this agreement.*" The city administration for Princeton, Wisconsin was concerned that Article 26, No Other Agreement, is technically being violated by the fact that the city has a "Letter of Agreement" with the collective bargaining unit which changes several portions of the contract. The Letter of Agreement changes Articles 8.2 – Hours of Work; 16.1 – Holidays and Holiday Hours; and 16.2 – Paid Holiday Time Off. In addition, it contains a paragraph describing the contingency if no other agreements are made to change the schedule. The city administration questions whether this section of the collective bargaining agreement makes the Letter of Agreement null and void. It should be noted, however, that the Letter of Agreement is signed by the city administrator, the chief of police, the president of the Wisconsin Professional Police Association (WPPA), and also a business agent of the WPPA.

In March 2013, we spoke with Gary Anderson, a business agent for the WPPA. We discussed these sections of collective bargaining agreements that refer to "No Other Agreements". Mr. Anderson indicated this is a common section in collective bargaining agreements and does not mean that the city, the union, and the business agents of the WPPA could not have further agreements. He stated that the intent of this article is to say that the city cannot have agreements with the police officer union without the involvement of the WPPA, and further that the city could not bargain with independent police officers in the union. Mr. Anderson offered the example that the city could not go to one individual officer and make an offer or agreement to change their schedule without including all officers and the WPPA; doing so would be in violation of the collective bargaining agreement. Mr. Anderson said that since the Letter of Agreement was signed by the city and the WPPA, it is a valid and legal agreement and well within the confines of the collective bargaining agreement.

Comparative Analysis

In looking at the collective bargaining agreements of five other Wisconsin police departments: Eagle River, Phillips, Omro, Mineral Point and Winneconne, it was discovered that Eagle River and Phillips had “No Other Agreement” language in their contracts; however, Mineral Point, Omro, and Winneconne did not have such language. In our discussion, business agent Gary Anderson stated that is not uncommon; that collective bargaining agreements vary from city to city and that a No Other Agreement clause is common to find in contracts for the reasons stated previously.

Criteria Evaluation

Legality

Pursuant to the conversation with the business agent of the WPPA, it was determined that Article 26, No Other Agreement, is a valid clause and a valid section of a collective bargaining agreement. In addition, the Letter of Agreement, dated February 18, 2010, between the City of Princeton and the Princeton Police Department is also valid and should not be excluded due to the No Other Agreement clause.

Political Acceptability

In looking over the No Other Agreement section, it was found that the Letter of Agreement, February 18, 2010, contained a clause that stated the sections become valid if not changed or denied by either party after 30 days. Although it appears the Letter of Agreement is valid, it should have been incorporated into the collective bargaining agreements in 2012 – 2013. It should be incorporated into future collective bargaining agreements so that there is no discussion or misunderstanding of how they should be followed. For the purposes of city government, it is more politically acceptable to have a collective bargaining agreement with a city department that is spelled out specifically as to how things will be handled. If there is a Letter of Agreement that is different from what is in the actual collective bargaining agreement, it leaves open opportunities for misunderstanding and disagreement.

Recommendations

It is recommended that there be no change to the Article 26, No Other Agreement clause of the contract. However, since the discussion was how this clause relates to the Letter of Agreement, it is determined that the language in the Letter of Agreement should be incorporated into the actual contract so there is no misunderstanding or disagreement over language in the future. The particular sections in the Letter of Agreement dealing with hours of work, overtime and holidays were outlined in previous sections of this project.

CONCLUSION

The analysis conducted of the contract as compared to some of the neighboring cities led to possible alternatives that clear up some of the language in the contract and mitigate the conflict between the existing contract language and actual police operations. Some of the areas of concern that needed to be addressed and potentially modified were: dues deductions, hours of work and overtime, stand by duty, vacation time, holidays, and probationary employees.

The area regarding “dues deductions” was not changed as the language in this section was consistent with current law and practices. The “hours of work and overtime” section was modified with language that made the contract clearer for average reader. The “Stand by duty” section was

altered with additional language in order to cover the potential liabilities of the position. Some of the superfluous language in the "vacation time" area of the contract was changed in order to limit the extent and perception of the agreements' current language. Additional language relating to the "holiday" section of the contract was modified, and added section provide clearer description regarding scheduling, pay time for days worked, and time off on the holiday. The last section in the contract that was analyzed was the section on "probationary employees", where some of the changes and additions in the language will ensure that every employee has the ability to demonstrate his job duties to the fullest. No recommendations for the area of "no other agreements", because the language is consistent with the law and it only refers to situation where the city cannot bargain the contract with the employees.

Therefore, based on the research conducted we believe our recommendations would considerably help improve the clarity contractual language, and should be taken into consideration for implementation into the new contract.

ACKNOWLEDGEMENTS

Reed, James, Omro, Wisconsin Chief of Police

Running, Pete, Winneconne, Wisconsin Chief of Police

WORKS CITED

Title 29 : Labor, Code of Federal Regulations, Part 553 Application of the Fair Labor Standards Act to Employees of State and Local Governments Subpart A-General, 553.24 “Public Safety”, “emergency response”, and “seasonal” activities.

Title 29 : Labor, Code of Federal Regulations, Part 553 Application of the Fair Labor Standards Act to Employees of State and Local Governments Subpart A-General, 553.230 Maximum hours standards for work periods of 7 to 28 days-section 7(k)

Agreement between the City of Princeton and the Princeton Police Department, Wisconsin Professional Police Association, Law Enforcement Employee Relations Division, 2012-2013

Agreement between the City of Eagle River and the Eagle River Professional Police Association, Local No. 46, Wisconsin Professional Police Association, Law Enforcement Employee Relations Division, 2013

Labor Agreement, City of Omro and the City of Omro Police Department Employees’ Association, Local 213 of the Labor Association of Wisconsin, Inc., 2013

Agreement between the City of Phillips and Phillips Professional Police Association, Local 231 of the Labor Association of Wisconsin Inc., January 1, 2011 – December 31, 2013

Agreement between the City of Mineral Point and the Mineral Point Police Association, Wisconsin-Professional Police Association, Law Enforcement Employee Relations Division, 2008-2009

Labor Agreement between Village of Winneconne and Winneconne Professional Police Association 2011-2013