

**AGENDA  
CITY OF HARTFORD  
FINANCE & PERSONNEL COMMITTEE  
CITY HALL COUNCIL CHAMBERS  
TUESDAY, SEPTEMBER 12, 2023  
6:45 P.M.**

1. Call to order.
2. Roll call.
3. Public comment period.
4. Discussion and consideration of authorizing the appropriate City officials to enter into the two Letters of Agreement with WPPA/LEER Local #464 pending any legal language edits, if necessary, and approval by WPPA/LEER Local #464. (Executive Summary attached).
5. Adjournment.

NOTE: "PERSONS WITH DISABILITIES REQUIRING SPECIAL ACCOMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE CITY CLERK AT LEAST ONE (1) BUSINESS DAY PRIOR TO THE MEETING."

"MEMBERS OF THE COMMON COUNCIL MAY ATTEND THE ABOVE MEETING, PURSUANT TO STATE EX REL. BADKE V. GREENDALE VILLAGE BOARD, 173 WIS 2D 553, 494 N.W. 2D 408 (1993). SUCH ATTENDANCE MAY BE CONSIDERED A MEETING OF THE COMMON COUNCIL. THIS NOTICE IS GIVEN SO THAT MEMBERS OF THE COMMON COUNCIL MAY ATTEND THE MEETING WITHOUT VIOLATING THE OPEN MEETING LAW."s

**EXECUTIVE SUMMARY**

**TITLE:        LETTERS OF AGREEMENT WITH WPPA/LEER LOCAL #464**

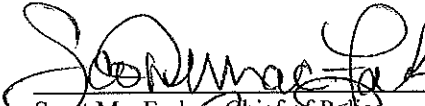
**BACKGROUND:**


These Letters of Agreement specifically address the application of the Fair Labor Standards Act (FLSA) to overtime calculations under the 2023 to 2025 Agreement between the City of Hartford and WPPA/LEER Local #464 (the "Contract") and Amends Article IX – Workday and Work Week – Section 4.05 of the Contract dealing with Voluntary Training and Article IX – Workday and Work Week – Section 4.04 of the Contract dealing with Flexible Scheduling and Police School Liaison Hours.

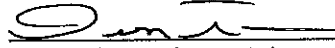
The first letter addresses how officers are compensated for working Department-sponsored activity/events such as Shop with A Cop. The second letter addresses a request by the school districts to have Police School Liaison Officers working at the schools before students arrive and after they depart school.

**FISCAL IMPACT:** No impact as the agreements offset hours already worked.

**RECOMENDATION:** To authorize appropriate City officials to enter into the two Letters of Agreement with WPPA/LEER Local #464 pending any legal language edits, if necessary, and approval by WPPA/LEER Local #464.

**PREPARED BY:**       **DATE:** 8/30/23  
Scott MacFarlan, Chief of Police

**REVIEWED BY:**       **DATE:** 8/29/23  
Ian Prust, City Attorney

**APPROVED BY:**       **DATE:** 8/29/23  
Dawn Timm, Finance Director

**APPROVED BY:**       **DATE:** 8/30/23  
Steve Volkert, City Administrator

Committee Routing: Finance and Personnel Committee      September 12, 2023  
Common Council      September 12, 2023

## LETTER OF AGREEMENT

This Letter of Agreement specifically addresses the application of the Fair Labor Standards Act (FLSA) to overtime calculations under the 2023 to 2025 Agreement between the City of Hartford and WPPA/LEER Local #464 (the "Contract") and Amends Article IX – Workday and Work Week – Section 4.04 of the Contract dealing with **Flexible Scheduling and Police School Liaison Hours**.

The following provisions will be agreed upon by the parties for use in interpreting the terms of the contract as applicable to overtime calculations under the Contract and under the FLSA.

1. The parties agree that Police School Liaison Officers may be regularly assigned to work nine hours on school days for the school year and no overtime will be earned. Police School Liaison Officers will be credited with PSLO Workback Hours at the beginning of the school year, and they shall be used on days when there are no students in the school(s) during the school year. Prior to the commencement of the school year, the parties shall review the official calendar for the district and establish the number of instructional school days to establish the number of PSLO Workback Hours. Any time off described in paragraph 2 of this Agreement, shall be taken on the basis of 9 hours for school instructional days and 8 hours for non-school instructional days. Any PSLO Workback Hours leftover at the end of the school year will be used as soon as the schedule allows pursuant to the discretion of the Chief of Police or his or her designee. This supersedes the Contract set forth in Sections 4.04 (flexible scheduling), 6.01 (applicable to work in excess of 12-hours during any one shift), 6.03, 6.04, 6.05, 6.07 (applicable to extra shifts), and, when applicable, 7.01.
2. The calculation set forth in paragraph 2 of Section 6.01 shall apply solely to the calculation of overtime under the FLSA. When determining whether additional overtime payments are due to the employee under the FLSA, the City shall exclude all work back, vacation, sick leave, comp, funeral leave, floating holidays, or other paid hours in which the employee is not actually present and working.

The parties agree to amend Section 4.04 of the Contract as follows:

4.04 Flexible Scheduling: Employees holding the position of Detective, officers assigned as Police School Liaison Officer, and officers assigned as Drug unit Investigator, may request to have their normal work schedule adjusted to provide for attendance at meetings and other work-related events and activities which are outside of the normally scheduled workday or as otherwise approved by the Chief or designee. It is recognized that Detectives and Police School Liaison Officers may adjust their individual work schedules so that regular duties which are outside the normally scheduled workday may be performed without incurring

overtime compensation. It is understood that Detectives or Police School Liaison Officers approved for flexible scheduling shall adjust his/her work schedule during the payroll period in which the normal work schedule was adjusted. Nothing contained in this paragraph shall be construed to undermine or take precedence over Section 4.01(3) of this Agreement.

**Police School Liaison Officers may be regularly assigned to work nine hours on school days for the duration of the school year and no overtime will be earned. Police School Liaison Officers will be credited with PSLO Workback Hours at the beginning of the school year at the rate of one hour per school day. Those hours shall be used on days when there are no students in the school(s) during the school year. Any PSLO Workback Hours leftover at the end of the school year will be used as soon as scheduling allows pursuant to the discretion of the Chief of Police or his or her designee.**

Upon mutual agreement of the WPPA/LEER Local #464 and the City, and the approval of the Common Council, this agreement will go into effect for a period effective August 22, 2023, and ending at the end of the current contract.

For the Union;

For the City;

\_\_\_\_\_, President Date

 08-30-23  
Steve Volkert, City Administrator Date

\_\_\_\_\_, Secretary Date

 - 08/30/23  
Scott MacFarlan, Chief of Police Date

## LETTER OF AGREEMENT

This Letter of Agreement specifically addresses the application of the Fair Labor Standards Act (FLSA) to overtime calculations under the 2023 to 2025 Agreement between the City of Hartford and WPPA/LEER Local #464 (the "Contract") and Amends Article IX – Workday and Work Week – Section 4.05 of the Contract dealing with Voluntary Training.

The following provisions will be agreed upon by the parties for use in interpreting the terms of the contract as applicable to overtime calculations under the Contract and under the FLSA.

1. The parties agree that contractual overtime at the rate of time and one-half (1 ½) will be paid pursuant to the provisions under the Contract set forth in Sections 6.01 (applicable to work in excess of 12-hours during any one shift), 6.03, 6.04, 6.05, 6.07 (applicable to extra shifts), and, when applicable, 7.01.
2. The calculation set forth in paragraph 2 of Section 6.01 shall apply solely to the calculation of overtime under the FLSA. When determining whether additional overtime payments are due to the employee under the FLSA, the City shall exclude all work back, vacation, sick leave, comp, funeral leave, or other paid hours in which the employee is not actually present and working.

The parties agree to amend Section 4.05 of the Contract as follows:

4.05 Voluntary Training and Department-Sponsored Activities. If, in the opinion of the Chief of Police, a training opportunity or Department-sponsored activity/event exists which would be of value to the City or Department, and if employee(s) are interested in availing themselves of this voluntary training opportunity or participating in the Department-sponsored activity/event, the employee(s) regularly scheduled off days may be moved upon mutual agreement between the employee and the Chief of Police. Off days spent in the voluntary training session or Department-sponsored activity/event would be considered regularly scheduled hours of work. The employee's off days would be moved to a mutually agreeable time (provided that the rescheduled days would not be previously scheduled weekend days) which would accommodate both the employee(s) and the Chief. In the event that such a change in scheduled hours of work are agreed upon, the off days agreed upon shall not be considered vacation or floating holiday time. As an alternative to modifying off days, the Chief of Police, in his sole discretion, may offer additional pay at the employee's regular rate of pay, and the employee shall not receive overtime unless required by the FLSA.

Upon mutual agreement of the WPPA/LEER Local #464 and the City, and the approval of the Common Council, this agreement will go into effect for a period effective January 1, 2023, and ending at the end of the current contract.

For the Union;

\_\_\_\_\_, President Date

\_\_\_\_\_, Secretary Date

For the City;

 8-30-83  
\_\_\_\_\_  
Steve Volkert, City Administrator Date

\_\_\_\_\_  
Scott MacFarlan, Chief of Police Date