

AGREEMENT

Between

CITY OF GREEN BAY, WISCONSIN

And

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

2016-2019

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THIS AGREEMENT is made and entered into according to the provisions of Section 111.70 (3) (d), Wis. Stats., by and between the City of Green Bay as municipal employer, (hereinafter called the "City"), and the Bargaining Unit of the Green Bay Police Department Supervisory Personnel, (hereinafter called the "Bargaining Unit").

ARTICLE 1
RECOGNITION/MANAGEMENT RIGHTS

- 1.1 The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time supervisory personnel of the Green Bay Police Department having powers of arrest and employed by the City. Such supervisory personnel shall include those persons with the rank of Lieutenant in the matter of wages, hours and working conditions. Supervisory job duties, in all cases except emergency, shall be assigned only to members of the Supervisory unit.
- 1.2 MANAGEMENT RIGHTS - The Bargaining Unit recognizes the prerogative of the City, subject to its duties to collectively bargain, to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not abridged, delegated or modified by this Agreement, are retained by the City, including the power of establishing policy to hire all employees, to determine qualifications and conditions of continued employment, to dismiss, demote, and discipline for just cause through the appropriate legal process, to determine reasonable schedules of work, to establish the methods and processes by which such work is performed. The City further has the right to establish reasonable work rules, to delete positions from the Table of Organization due to lack of work, lack of funds, or any other legitimate reasons, to determine the kinds and amounts of services to be performed as pertains to City government and the number and kinds of classifications to perform such services, to change existing methods or facilities, and to determine the methods, means and personnel by which City operations are to be conducted. The City agrees that it may not exercise the above rights, prerogatives, powers or authority in any manner which alters, changes or modifies any aspect of the wages, hours or conditions of employment of the Bargaining Unit, or the terms of this agreement as administered, without first collectively bargaining the same or the effects thereof.

ARTICLE 2
PURPOSE OF AGREEMENT

- 2.1 It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City and the Green Bay Police Department Supervisory Bargaining Unit and to set forth herein rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this agreement the City agrees that there shall be no discrimination by the City against any employee covered by this agreement because of his/her membership or activities in the Bargaining Unit, nor will the City interfere

with the right of such employees to become members of the Bargaining Unit. The City retains all rights, powers or authority that it had prior to this contract. Working conditions previously in effect shall not be reduced during the life of this agreement providing they do not conflict with this agreement. It is generally agreed and understood that members of the supervisory unit of the City of Green Bay Police Department have because of their position, capacities, extraordinary duties and responsibilities in their various departments and that at present these various responsibilities are equated in a salary differentiation between police officers with more than 3½-years experience. It is the general understanding of the parties hereto that these responsibilities of the supervisory unit of the City of Green Bay Police Department will be expressed in an equitable formula.

- 2.2 Neither the Employer nor the Bargaining Unit shall discriminate in any manner whatsoever against any employee because of race, creed, color, national origin, sex, or handicap. The Employer and the Bargaining Unit agree to comply in all respects with the provision of the Age Discrimination in Employment Act of 1967.

ARTICLE 3 BARGAINING UNIT ACTIVITY

- 3.1 The Bargaining Unit agrees to conduct its business off the job as much as possible. The Bargaining Unit shall be allowed to hold its meetings at the Police Department. This article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this agreement, shall not work to prevent certain routine business such as the posting of Bargaining Unit notices and bulletins and like duties. The City agrees to make the necessary space available for the posting of Bargaining Unit notices and bulletins. Business agents or representatives of the Bargaining Unit having business with the officers or individual members of the Bargaining Unit may confer with such officer or members during the course of the working day for a reasonable time, provided that permission is first obtained from the commanding officer, or superior officer of that Bargaining Unit.
- 3.2 The employer hereby agrees not to deduct such reasonable time from the pay of such officer or member, and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of delegated employee representative of the Bargaining Unit. The Bargaining Unit committee shall be limited to no more than 3-members who are paid plus one alternate.

ARTICLE 4 MAINTENANCE OF STANDARDS

- 4.1 The employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing

of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1 Both the Bargaining Unit and the City recognize that grievances and complaints should be settled promptly at the earliest possible stage, and that the grievance process must be initiated within 15-days of the incident or within 15-days of the officer learning of the incident. Any grievance not reported or filed within the time limits set forth above shall be invalid and void.
- 5.2 Any difference of opinion or misunderstanding which may arise between the City and the Bargaining Unit shall be handled in the following manner:
 - 5.2.1 The aggrieved employee shall present the grievance in writing to the Chief of Police either alone or with a Bargaining Unit representative.
 - 5.2.2 If the grievance is not resolved to the satisfaction of all parties within 3-working days (Saturday, Sunday, and Holidays excluded), either party may submit said grievance, in writing, to the appropriate City Council Committee.
 - 5.2.3 All other grievances relating to wages, hours, and working conditions or any other matter under the jurisdiction of the Chief shall be directed to the Chief of Police. The Chief of Police, in his/her discretion, may hold an informal meeting with all parties involved or refer the matter directly to the appropriate City Council Committee.
 - 5.2.4 It is not the intention of the parties to circumvent or contravene any City Ordinance or State Law. If there is any conflict or ambiguity insofar as any phrase, sentence, or paragraph of this contract is concerned, then the ordinance or State law shall apply.
 - 5.2.5 Nothing herein shall limit any employee from his/her rights to a hearing pursuant to Wisconsin Statutes including Wisconsin Statute 62.13 or other Wisconsin Statutes in case formal charges are filed against him/her.

ARTICLE 6 HOURS

- 6.1 Non-Shift Employees. The normal work schedule for non-shift employees will be 5-days on, 2-days off. Non-shift employees will receive approximately the same number of days off per year as the shift employees. This will be accomplished by allowing non-shift employees to select their days off on a monthly basis. These days off shall be known as

flex days. Non-shift employees are expected to select Saturdays and Sundays first as flex days. Selection of any additional flex days will be governed by staffing needs of the division the employees work in and will be authorized only if the division's workload allows. The normal work day for non-shift employees will be 8½-hours per day.

- 6.2 Shift Employees. A normal work schedule for shift employees shall consist of 5-days on with 3-days off in a repeating cycle, with shifts rotating on the basis of 8-groups. The normal work day shall consist of 8½-hours. Shift employees will be required to attend mandatory in-service schooling totaling 25½-hours. This training shall occur on the officer's regular days off and will involve no additional compensation.

ARTICLE 7 SHIFT ASSIGNMENTS

- 7.1 Shift Assignments. Assignments to shift positions will be based on seniority in rank. However, when the Police Chief determines that it is in the best interest of the Department based on special skills, performance, and/or qualifications for the position, etc. the Chief may make shift assignments outside of seniority order. It is contemplated that assignments to shift positions shall be made only when a vacancy exists in such a position. In the case of Lieutenants seniority shall mean seniority in rank.

- 7.2 Multi-Jurisdictional Drug Enforcement Unit.

7.2.1 Hours of employees assigned to the Multi-Jurisdictional Drug Enforcement Unit may vary from those provided in Article 6, Hours. Employees assigned to the Unit will be paid for all hours worked. Overtime hours shall be paid in accordance with Article 8, Overtime. It is recognized that all applicable requirements of the Fair Labor Standards Act shall apply.

7.2.2 Due to the nature of work anticipated within the Multi-Jurisdictional Drug Enforcement Unit a time commitment may be required of employees assigned to the Unit. Such time commitment shall not operate to deny anyone holding the position to receive any possible promotion which may occur.

ARTICLE 8 OVERTIME

- 8.1 Rate: Employees will be compensated at the rate of 1½ their normal hourly salary for all hours worked outside of their regular work hours.
- 8.2 Overtime shall be authorized by the Chief of Police or the Chief's designee.
- 8.3 Except as provided below, overtime shall not be allocated or assigned where it would result in an officer working more than 14-1/4 hours, in a combination of overtime, duty

hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is an 8-hour break in on-duty time. An officer cannot be inverted into an assignment if it would result in the violation of this Article. Hours related to emergency circumstances, court, Packer games or Americafest shall be an exception to the 14-1/4 hour limit. Overtime may be refused where there is a legitimate safety concern.

8.4 Overtime/Compensatory Time: Compensatory time shall be limited to an accumulation of 100-hours derived from holiday work or overtime. In the instance of those already over 100 hours as of the date of this agreement, the maximum accumulation of compensatory time of any nature whatsoever shall be frozen at current levels not to exceed 480 hours.

8.5 Court Cancellation Procedure: The afternoon shift commander will be notified of any court cancellations. It then becomes the responsibility of the officer to call the shift commander after 5 P.M. on the day prior to the scheduled court date as to whether or not the court appearance has been canceled.

8.5.1 The shift commander will record all such calls by date and time in a log book; that is, if an officer appears at court and the case has been canceled, he/she will receive the pay for the court appearance only if he/she had called in after 5:00 P.M. the prior day and was not notified of the cancellation. If the officer had not called in the prior day, he/she will not receive the pay.

8.5.2 On those occasions when court appearances are canceled after 5:00 P.M., the shift commander will attempt to contact the officer with the cancellation if the officer had already called in. If the officer is contacted 12-hours before the scheduled court appearance, the officer will not receive pay.

8.6 Overtime for Green Bay Packer Games.

8.6.1 A posting shall be placed on the bulletin board once each year during the months of June or July and all officers interested in working Packer games are requested to sign the posting. This posting shall contain the anticipated staffing needs for the games.

8.6.2 Captains and Lieutenants who sign the above said posting shall be assigned to work each of the Packer games in the year in question on the basis of promoted seniority (includes Captains and Lieutenants).

8.6.3 In the event that there are not enough patrol Lieutenants signing the posting to provide a full complement of field directors, Lieutenants who are scheduled to work the day of the game on the shifts not on duty during the game shall be assigned to work as field directors on the basis of inverse seniority.

8.6.4 In the event that any officer who has signed the above said posting to work the Packer games later decides not to work any given game, such officer shall have the right to remove his/her name from the posting for any game by giving at least 10-days advance notice of such removal before the game in question.

8.6.5 Lieutenants working overtime for Packer games shall be compensated at twice (2x) their regular rate of pay for all hours worked.

**ARTICLE 9
RETIREMENT**

9.1 Employees to make the same Wisconsin Retirement System (WRS) contribution as general municipal employees effective June 30, 2013.

**ARTICLE 10
SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES**

10.1 All personnel shall be paid bi-weekly.

10.2 Salary increases to occur the first day of the payroll period in which the effective date occurs.

LIEUTENANT	7/1/2016 (4.0%)	7/1/2017 (2.0%)	1/1/2018 (2.25%)	1/1/2019 (2.25%)
Step 1	\$2,962.91	\$3,022.17	\$3,090.17	\$3,159.70
Step 2 Performance based step after 1-year experience	\$3,001.25	\$3,061.27	\$3,130.15	\$3,200.58
Step 3 Performance based step after 3- years experience	\$3,075.92	\$3,137.44	\$3,208.03	\$3,280.21

Eligibility for the performance based step will be based on experience as a City of Green Bay Lieutenant and performance.

**ARTICLE 11
SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY**

11.1 All employees not assigned to the day shift shall receive, in addition to their base pay, an amount equal to the monthly amount designated below based upon the hourly rate for employee. The shift differential pay shall be on a monthly basis, but paid with the

employee's bi-weekly pay. Shift differential pay shall be administered in the same manner as when it was expressed in dollar amounts.

Afternoon Shift	4 hours/Month
Night and Power Shift	5 hours/Month

11.2 Minimum Call-in Time: Employees will be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½ hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off, scheduled vacation, or off-time. This call-in time shall be compensated at the straight time rate of pay.

11.2.1 Any officer who takes vacation or off-time coming, personal leave day or any other off-time authorized after being scheduled and notified of a required court appearance or other required non-shift departmental duties shall be compensated for a minimum of 3-hours at their straight time rate.

11.3 Standby Pay: Officers asked to be available for immediate call to duty shall receive \$1.50 for all hours in which they are on standby. When actually called to duty, they shall be compensated according to Article 8, Overtime of this agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority among those signing a posting.

11.4 Field Training Supervisor Pay: Field Training Supervisor pay will be paid at a flat rate of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week training cycle payable the first pay period following completion of training cycle.

ARTICLE 12 CLOTHING ALLOWANCE

12.1 Each employee of the Police Department shall have an account to be known as "Clothing Allowance." The Chief of the Police Department shall have discretion as to types of clothing to be purchased by employees of the Police Department.

12.2 In the case of personnel assigned to plain clothes assignments (Investigations, Administration) the maximum annual clothing allowance shall be \$613.00 effective January 1, 2013 for employees on the payroll on date of ratification.

12.3 In the case of personnel assigned to the Operations Division (uniform personnel) the maximum annual clothing allowance shall be \$572.00 effective January 1, 2013 for employees on the payroll on date of ratification.

ARTICLE 13
DUTY INCURRED DISABILITY PAY

13.1 An employee injured in the line of duty shall receive full pay when disabled, not to exceed 180-days.

ARTICLE 14
VACATIONS

14.1

In This Year of Employment including probationary period	Employee Will Receive This Number of Working Days Vacation
1	8
2	13
6	16
7	18
9	19
11	21
13	24
15	25
17	26
18	27
19	28
20	30

14.2 All vacation picks and off time shall be based on bargaining unit seniority regardless of department seniority or time in rank.

ARTICLE 15
VACATION PAY USED FOR SICKNESS

15.1 Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

ARTICLE 16
SICK LEAVE

- 16.1 Police officers shall be granted sick leave with pay at the rate of 1-working day for each full month of service with no limit on accumulation. All sick leave shall be subject to administration by the Police Chief. An employee may use sick leave or emergency leave for absences necessitated by injury or illness to self or family. Employee using sick leave for injury or illness to self will not be allowed to work previously posted and signed for overtime within 8-hours of sick leave use.
- 16.2 Sick leave may be used for illness in the immediate family of an employee. What constitutes the immediate family of an employee for the purpose of using sick leave for illness shall be according to the rules established by the Common Council as to what constitutes an immediate family for each of these two purposes.
- 16.3 In order to be granted sick leave with pay, an employee must:
- 16.3.1 Report promptly to the proper department officer the reason for his/her absence.
- 16.3.2 Keep the proper department officer informed of his/her condition.
- 16.3.3 Permit the City to make such medical examination or nursing visit as it deems desirable.
- 16.3.4 Submit a medical certificate for any absence of more than 3-consecutive working days, if requested by the City.
- 16.4 Health Insurance Payment Program. At the time of retirement, the employee's sick leave up to a maximum of 135 accumulated days shall be placed in an escrow account for purposes of payment of employee's health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee's last 5-years of employment prior to retirement, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. Payment for sick leave upon retirement will be at an amount equalized between the Fire and Police Departments. However, when an employee reaches the age of 65 and the employee's spouse is still under the age of 65, the account can still be used by the spouse to pay health insurance until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee's escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the

total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below, of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee's date of retirement:

- 100% for employees retiring under disability retirement.
- 100% for employees retiring into the State Retirement System.

After the amount expended for any employee reaches the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

During the five years before an officer's normal retirement date, the officer may convert accumulated and unused vacation or other compensable off-time to sick leave days on the same basis as presently allowed in the firefighter labor agreement.

16.4.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed amount for health insurance premium payment purposes.

16.4.2 Dependent children, in accordance with regular City policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will terminate the eligibility of dependent children for this benefit.

16.4.3 When the death of a protective service employee occurs either before or after retirement, the estate shall receive up to a maximum of 135 days accumulated sick leave in the employee's account to apply toward paying health insurance premiums.

16.4.4 This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by the City of Green Bay.

16.4.5 If death of a covered bargaining unit employee occurs before retirement, payment of up to a maximum of 135 days of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with the above policy.

16.4.6 An employee who has retired or in case of his/her death, the spouse has the right to leave the amount credited to the escrow account for "Health Insurance Purposes" until the end of the calendar year he/she obtains age 63. At that time, they shall have to begin using the escrow account for "Health Insurance Purposes."

- 16.5 Catastrophic Illness: During the period 3-years prior to the employee's normal retirement date (attainment of 53rd birthday), if the employee is injured or ill for more than 50-consecutive calendar days but less than 6-calendar months, there will be no reduction from the employee's sick leave accumulation. In order to be eligible for this benefit the employee must have reached 135 accumulated sick leave days at some point in his/her career, and the employee shall perform alternative duty if it is available and if the employee is capable of performing same.

ARTICLE 17
HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

- 17.1 Employees will participate and pay health insurance premiums in accordance with the City's Health 1265 program.
- 17.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.

ARTICLE 18
LIFE INSURANCE

- 18.1 All Police Officers shall receive the present life insurance program at no cost to the individual officer.
- 18.2 Employees shall have the option to purchase additional life insurance for themselves. Additionally, life insurance for spouse and dependent children shall be made available as an option for each dependent. Employees shall pay all premium costs for the additional optional insurance through payroll deductions.

ARTICLE 19
JURY DUTY

- 19.1 An employee may be granted a leave of absence with pay if called for jury duty. Any compensation derived from such duty shall be turned over to the City.

ARTICLE 20
FUNERAL LEAVE

- 20.1 Each employee shall be entitled to the following funeral leave:
- 20.1.1 When there is a death in the immediate family of an employee, ("immediate family" being defined as that of employee's spouse, parent, child of employee, grandchildren, grandparents, step parents, brother, sister, mother in law, or father in law) a maximum of 3-working days will be granted with pay to such employee. Travel time to and from the funeral may be taken in addition to the

3-days referred to with the approval of the department head and may, at the employee's option, be counted as sick leave or vacation.

20.1.2 When there is a death in the family of an employee, ("family" being defined as the spouse's grandparents, son in law, daughter in law, brother in law, sister in law, aunt, or uncle of the employee or spouse) a maximum of 2-working days pay will be granted to such employee.

20.1.3 All employees who act as pallbearers for any deceased person whose funeral takes place during regular working hours may also be granted time off, with pay, with the permission of his/her commanding officer.

ARTICLE 21 DEDUCTIONS

21.1 The City agrees to deduct from the paycheck of each supervisory employee, by written authorization from said employee, a sum to defray Bargaining Unit costs and remit said amount to a designated Bargaining Unit officer at the end of the fiscal year (December).

ARTICLE 22 HOLIDAYS

22.1 Holidays included in this agreement are:

New Year's Day	Thanksgiving Day	Labor Day
Independence Day	Memorial Day	Easter Sunday
Christmas Day	President's Day	Columbus Day

22.2 One holiday to be designated jointly between the Bargaining Unit and the Chief Administrative Officer of the Police Department.

22.3 All shift personnel shall receive 1-day's pay at straight (1x) time for each of the above stated holidays, whether or not the employee works the holiday in question, and all shift personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours of pay or compensatory time subject to the maximum accumulation provision for each such holiday provided that officers who are regularly scheduled to work who call in sick for non work related reasons shall not receive such 8-hours time. Non shift officers whose regular day off falls on any of the above holidays will receive another full day off or will receive 8-hours compensatory time subject to the maximum accumulation provision for each holiday involved. Non shift employees who work a holiday shall receive additional 1½ pay and 4-hours pay or compensatory time subject to the maximum accumulation provision for each holiday so worked. Shift employees who are called in to work a holiday that falls on their regular scheduled day off will be paid double time (2x).

- 22.4 Holidays shall be worked by those persons on the respective shifts who would normally work on the holiday in question, and in the event there are more persons who would normally work said shift than positions to be worked on such holiday, then the persons to work on such holidays shall be selected on the basis of seniority among those qualified.

ARTICLE 23
PERSONAL LEAVE DAYS

- 23.1 Regular full-time employees shall be eligible for 3-personal leave days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The employee shall provide at least 7-days notice for a day off, except that such notice can be waived by mutual agreement of the employer and the employee. The number of personal leave days earned shall be prorated for new full-time employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City unless the employee terminates employment by eligibility and acceptance to the State Retirement System, disability, or death.

ARTICLE 24
OTHER FRINGE BENEFITS

- 24.1 It is provided that Lieutenants shall receive the same fringe benefits as those presently held by Specialist Is, Specialist IIs, and Police Officers, and that any increase in fringe benefits received by said Specialist Is, Specialist IIs, and Police Officers shall inure to the Lieutenants.

ARTICLE 25
DISCIPLINE

- 25.1 For disciplinary purposes, administrative or otherwise, the substantive rules and regulations for the conduct of members of the Police Department shall be as set forth in "City of Green Bay Police Department Rules and Regulations" (1961), and such may be amended from time to time by the City of Green Bay, subject to potential bargaining obligations as provided in Article 1 of the Labor Agreement Recognition/Management Rights. In the event such rules and regulations conflict with the Ordinances of the City of Green Bay, laws of the State of Wisconsin or United States, or this agreement, said ordinances, laws or agreement shall prevail.
- 25.2 Suspension, dismissal and reduction in rank of employees from the Police Department shall be governed by the procedure set forth in Section 62.13 of the Wisconsin Statutes.

ARTICLE 26
LEAVE OF ABSENCE

- 26.1 The Chief of the Police Department, in consultation with the City Personnel Committee, may authorize special leaves of absence with or without pay for any period or periods not to exceed 3-calendar months in any 1-calendar year for the purpose of attending a college, university or recognized law enforcement seminar to train in subjects related to the work of department personnel or benefit to both the employees and the City.
- 26.2 The Chief of the Police Department may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed 10-working days in any calendar year including but not limited to the allowances under State or Federal Family and Medical Leave Laws.
- 26.3 The City Personnel Committee, upon recommendation of the Police Chief, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending courses of training at a recognized college or university and for other purposes that are deemed beneficial to the City.

ARTICLE 27
MILITARY LEAVE

- 27.1 Personnel of the Police Department, who leave or have left the City service by request of the Federal Government, to enter active service of the Armed Forces of the United States, and return within 4-years, shall be entitled to their departmental seniority and the rate of pay and position they would have been entitled to had their service with the Police not been interrupted by service in the Armed Forces.

ARTICLE 28
EDUCATION CREDITS

- 28.1 Benefit. The City shall reimburse tuition costs and book costs, as defined below, upon successful completion of approved Police Science courses. The student must attain a grade of C or higher to qualify for reimbursement. Approved Police Science courses are defined as any course required for the attaining of a degree in police career enhancement and previously approved by the Chief of Police.
- 28.2 Reimbursement. The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be the actual cost of the book(s) in question or a total of \$50.00 whichever is less, provided that upon reimbursement the book(s) shall be turned over to the department library. Reimbursement for tuition shall be limited to \$1,200.00 per year, per student. The City shall have the right to claim reimbursement for any tuition

reimbursed under this provision within 30-months of any voluntary termination of employment, or within 12-months of any retirement.

ARTICLE 29
DRUG TESTING

29.1 Purpose. The purpose of this policy is to provide all sworn employees with notice of the provisions of the department drug testing program.

29.2 Discussion.

29.2.1 It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

29.2.2 The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus job performance.

29.2.3 Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

29.2.4 Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

29.3 Definitions.

29.3.1 Sworn Employee - Those employees who have been formally vested with full law enforcement powers and authority.

29.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element.

29.3.3 Drug Test - The compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

29.3.4 Reasonable Suspicion - Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinary prudent and cautious person to believe that an individual is using or under the influence of drugs or other controlled substances.

29.3.5 Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a law enforcement officer.

29.4 Procedures.

29.4.1 Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn employees, while on and off duty:

- (a) No employee shall illegally possess any controlled substance.
- (b) No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
- (c) Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
- (d) Any employee, having a reasonable basis to believe that another employee is illegally using, or is in possession of any controlled substance, shall immediately report the facts and circumstances to his/her supervisor.
- (e) Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

29.4.2 Applicant Drug Testing

- (a) Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

(b) Applicants shall be disqualified from further consideration for employment under the following circumstances:

1. Refusal to submit to a required drug test; or
2. A confirmed positive drug test indicating drug use prohibited by this policy.

29.4.3 Probationary Employee Drug Testing

(a) All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the chief or his/her designee, and shall not exceed 2-tests during the probationary period.

29.4.4 Employee Drug Testing

Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:

- (a) All sworn officers shall be required to submit to a drug test prior to January 1, 1991. Officers receiving inpatient treatment for a dependency problem at the time of the mass testing shall not be tested.
- (b) A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- (c) A drug test will be administered as part of all promotional procedures.
- (d) Members of the following units, as a condition of their assignment to the unit, shall be subject to random drug testing no more than 2-times in a calendar year:
 1. Emergency Response Unit.
 2. Metropolitan Drug Enforcement Unit.
 3. Officers assigned drug investigations on a regular basis.

Any member, who refuses to submit to this form of testing for judgment, fitness, and readiness for duty, shall be immediately removed from their special assignments.

- (e) Any sworn officer of this department who is directly involved in a serious police incident shall be required by his/her supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A serious incident is defined as:
 - 1. Discharge of a firearm at a human being or a vehicle in which human beings are contained.
 - 2. Police vehicle auto accident in which serious injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the officer is not at fault in the accident, no drug test will be required. A directly involved officer is one who actually discharges the weapon in case #1 or is the driver of the police vehicle in case #2.

- (f) Any officer, who, in the carrying on of his/her police duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be administered and no disciplinary action will be taken if the tests are positive under the following conditions.
 - 1. The officer was in physical danger if he/she did not ingest the drug or narcotic substance.
 - 2. Nothing in this policy shall be construed as granting permission for police officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except as cited in (f) 1.

- (g) Beginning in 1992, the department shall randomly test up to 10% of the bargaining unit. Such test shall occur once per year per shift with no announcement of time or date. The method for random selection shall be such that each member of the bargaining unit has an equal chance of being selected.

29.4.5 Drug Testing Procedures.

- (a) The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.

- (b) Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID that is government or

employer issued.

- (c) A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- (d) The bathroom facility of the testing area shall be private and secure.
 - 1. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- (e) Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted not more than 8-hours to give a sample; during which he/she shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- (f) Employee shall have the right to request that their sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or his/her attorney should the original sample result in a legal dispute or the chain-of-custody be broken.
- (g) Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
- (h) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

29.4.6 Drug Testing Methodology.

- (a) The testing or processing phase shall consist of a two-step procedure:
 - 1. Initial screening test
 - 2. Confirmation test
- (b) The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
- (c) A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
- (d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- (e) Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug screening test.

Amphetamines	500 ng/1
Barbiturates	500 ng/1
Cocaine	300 ng/1
Opiates	300 ng/1
THC	100 ng/1
PCP	25 ng/1
Benzodiazepines	200 ng/1
Methadone	25 ng/1

- (f) Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method.

Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	300**

Codeine	300***
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

- * Delta-9 tetrahydrocannabinol-9-carboxylic acid
- ** Benzoylecgonine
- *** 25ng/ml if immunoassay-specific for free morphine

- (g) The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
- (h) Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
- (i) Any employee who breaches the confidentiality of testing information shall be subject to discipline.

29.4.7 Chain of Evidence - Storage

- (a) Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain-of-custody.
- (b) Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for one (1) year.

29.4.8 Drug Test Results

- (a) All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
- (b) Drug test results and records shall be retained in the employee's personnel file for an indefinite period.

29.5 Actions Taken/Positive Results

29.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines, barbiturates, or any other major drug of abuse or illegal drug, the officer's employment shall be terminated. If the test is determined to be inconclusive, then the City shall not have just cause for termination.

(a) The exception shall be forced use as defined in Section (4) (f) 1.

29.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

(a) The officer shall be subject to mandatory random testing for a period of two (2) years.

(b) The Employee Assistance Program shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.

(c) A second positive test for marijuana shall be grounds for termination.

29.5.3 A positive test shall be defined as a confirmation test which establishes conclusively that the officer has ingested one of the drugs in question.

29.6 Refusal to Submit

29.6.1 Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 30 WAGE HOUR LEGISLATION

30.1 In the event Federal or State legislation is enacted concerning pay for overtime which would result in the City paying members of the Bargaining Unit overtime pay for the normal work week or day as set in this agreement, the work week and day as set shall be re-negotiable.

ARTICLE 31 AMENDMENT PROVISION

31.1 This agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the City and the Bargaining Unit where mutually agreeable. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 32 SAVINGS CLAUSE

- 32.1 If any article or section of this agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected hereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 33
NO OTHER AGREEMENT

- 33.1 The employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of this agreement.
- 33.2 All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties during this agreement shall be incorporated into the body of the next successor agreement.

ARTICLE 34
CHANGES IN THE TERMS OF THIS AGREEMENT

- 34.1 If either party desires to negotiate any changes in this agreement to become effective after the end of the term of this agreement or any extension thereof, they shall notify the other party in writing of their desire to enter into such negotiating prior to July 1.

ARTICLE 35
PROMOTIONS

- 35.1 Authority: The City retains the right to establish, control, and determine the promotional selection process and perform any managerial function not specifically limited by this Article. Promotions to the position of Lieutenant will be at the discretion of the Police Chief with confirmation by the Police and Fire Commission.
- 35.2 Announcements: Notice of intent to fill a vacancy or pending vacancy will be announced in roll call and posted on a department bulletin board for a period of not less than 2-months prior to the start of the promotional process. The posting will include application closing date, minimum job qualifications, testing procedures and weighting levels as determined by the Police Chief.
- 35.3 Experience: Applicants for the position of Lieutenant must have a minimum of 7-years of experience as a Green Bay Police Officer. Applicant must be a current sworn full-time police officer for the City of Green Bay for the preceding consecutive 5-years with the remaining 2-years being satisfied with any combination of the following: full-time sworn Green Bay police officer, full-time sworn police officer with another law enforcement

agency, or full-time military police officer with an honorable discharge.

- 35.4 Exam Weights: The announcement will list the job dimensions to be tested in the exam and the weights of each examination phase.
- 35.5 Application: Interested officers will submit a letter of interest and résumé to the Police Chief by the deadline established in the written announcement.
- 35.6 Eligibility List: The Police Department will maintain an eligibility list that expires 1-year after the date of approval of the list by the Police and Fire Commission.
- 35.7 Probationary Period. All promoted employees will serve a minimum probationary period of 1-year uninterrupted by any type of service break.
- 35.8 Notice. In the event of changes to the promotional process or policy, the Police Chief will provide a minimum of a 14-calendar day notice to the Union and at the request of the union meet to discuss the changes.

ARTICLE 36
TERM OF AGREEMENT

- 36.1 This contract shall be binding on both parties and effective from the 1st day of January, 2016 to and including the 31st day of December, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as ratified by the Police Supervisory Unit and approved by the City Council on August 16, 2016.

CITY OF GREEN BAY

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

James J. Schmitt, Mayor

Steven T. Mahoney, President

Lynn M. Boland, Human Resources Director

Andrew J. Smith, Police Chief

ATTEST:

Kris A. Teske, City Clerk

APPENDIX A
PHYSICAL FITNESS INCENTIVE PROGRAM

1. Effective for the 2018 calendar year and each year thereafter, employees covered under this contract will be eligible for an annual physical fitness incentive of up to \$500 annually by successful completion of a City designed physical fitness course (PFC). The initial design of the course will be the entry level officer fitness course test. Scheduling of the PFC, makeup and/or PFC retest will be determined by the Chief of Police or designee.
2. An employee who successfully completes the PFC with a passing time will receive an incentive payment of \$500.
3. If an employee does not pass the PFC on their first attempt they have the following options:
 - a. An employee completing the course but not passing may receive \$100 for completion of the course, or;
 - b. that employee may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The employee will be allowed to retake the PFC at the next available makeup date. If an employee passes the PFC on their second attempt they will receive an incentive payment of \$250 in that calendar year.
4. All payments are subject to appropriate tax deductions and will be WRS eligible.
5. An employee who is incapacitated during the PFC test may test at an alternate time established by the City. In the event an employee has a medical restriction preventing participation in a particular portion of the PFC, the City will establish an alternate testing procedure.