

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF WAUWATOSA**  
**AND**  
**WAUWATOSA PEACE OFFICERS' ASSOCIATION**  
**BARGAINING UNIT**  
**2008-2010**

WPOA – Wauwatosa 2008 – 2010 Contract

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## **PREAMBLE**

This Agreement made and entered into at Wauwatosa, Wisconsin by and between the City of Wauwatosa, a municipal corporation, as municipal employer hereinafter referred to as "City" or "Employer", and the Wauwatosa Peace Officer Association Bargaining Unit, as the representative of certain employees of the City of Wauwatosa employed in the Police Department, hereinafter referred to as the "WPOA".

It is mutually agreed as follows: Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment; and, it is further agreed: that the ensuing Agreement, implemented pursuant to the provisions of Section 111.70 Wisconsin Statutes, shall be consistent with legislative authority which devolves upon the Common Council of the City of Wauwatosa, the Statutes and insofar as applicable, the rules and regulations relating to or promulgated by the Police and Fire Commission and the Chief of Police, and compensation provided for under appropriate Municipal Budget Law of the Wisconsin Statutes; and, it is further agreed: by the provisions of this Agreement that there be no abrogation of the duties, obligations, or of any agency or department of City government which is now expressly provided for respectively either by state statutes, ordinances and resolutions of the City of Wauwatosa except as herein limited.

## **ARTICLE I - RECOGNITION**

SECTION 1. The City recognizes as the exclusive bargaining agent for the position of Police Officer, Police Patrol Specialist I and II, Detective and Detective Technician, but excluding supervisory, managerial and confidential employees whose duties and powers are restricted by departmental order and all other positions not filled through appointment by the Police and Fire Commission.

SECTION 2. The City recognizes the right of the WPOA to represent the employees covered by the unit of representation in conferences and negotiations with the City, or its authorized representative, on questions of wages, hours and conditions of employment.

SECTION 3. The WPOA Chairman or designee shall be allowed to attend those meetings that have an impact on the employees represented by the WPOA. Attendance at these meetings shall be limited to one person unless specified otherwise by this Agreement. In addition, prior approval must be obtained from the Police Chief or his/her designee and staffing levels will be considered when granting such a request.

SECTION 4. The WPOA and the City further agree that up to three WPOA representatives will be released with pay during regular working hours for negotiations with the City, except that no payment will be made for negotiating time outside of the representatives' normal work day.

## **ARTICLE II - MANAGEMENT RIGHTS**

SECTION 1. The WPOA recognizes the right of the City and the Chief of the Police Department, to operate and manage its affairs in all respects. The WPOA recognizes the right of the Chief of Police to establish departmental rules and procedures.

SECTION 2. The City, the Chief of the Police Department and the Police and Fire Commission shall retain all rights and authority to which, by law, they are entitled and to manage their affairs as such affairs and rights existed prior to the execution of this or any previous agreement with the WPOA or any other employee organization.

SECTION 3. The parties understand that every duty connected with operations enumerated in job descriptions is not always specifically described and it is intended that all such duties shall be performed by the employee.

SECTION 4. The City reserves the right to lay off personnel of the Department in accordance with the provisions of Wisconsin State Statute 62.13.

SECTION 5. The City and the Chief have the exclusive right and authority to schedule overtime work, to determine work schedules, to establish methods and processes by which such work is performed, to transfer employees within the Police Department all in a manner most advantageous to the City.

SECTION 6. The City shall have the exclusive authority to determine the mission of the City and the means and methods necessary to efficiently fulfill the mission; including the transfer, alteration, reorganization, curtailment or discontinuance of any type or level of service, the purchase and operation of equipment for the performance of services, and the right of contracting or subcontracting is vested solely with the City.

SECTION 7. Any dispute with respect to management rights shall not, in any way, be subject to arbitration, but any grievance with respect to the reasonableness of the application of said management rights may be subject to the grievance procedure contained herein.

SECTION 8. The WPOA pledges co-operation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management and direction of the Police Department and the Police Force shall be exclusively the right of the City and the Chief of the Police Department, unless otherwise provided by the terms of this Agreement as permitted by law.

## **ARTICLE III - NON-DISCRIMINATION**

SECTION 1. The City and the WPOA agree that their respective policies will not violate the rights or discriminate against any employee covered by this Agreement because of sex, creed, color, age, national origin, sexual orientation association, affiliation or non-association or in the applications or interpretations of this Agreement.

SECTION 2. The City and the WPOA further agree that charges of violations of the provisions of Section 1 above shall be processed under appropriate state and federal laws and regulations, and are specifically precluded from processing under any provision of the labor agreement between the City and the WPOA.

SECTION 3. The WPOA and the City further agree not to discriminate against individuals for exercising rights granted under Wisconsin Statutes 111.70 and 111.77.

## **ARTICLE IV - PROBATIONARY PERIOD**

An employee shall be probationary and not entitled to any seniority rights until one year beyond completion of the academy or after the completion of one calendar year of service if pre-certified. No claim or grievance shall be made by the WPOA or the employee with respect to layoff or discharge of the employee during such period of probation. If the employee shall be continued in the employment of the City after completion of the probationary period, his/her length of service shall be computed from his/her date of last hire. The probationary period shall begin the first day that the employee performs work or training for compensation for the City of Wauwatosa, regardless of the date the oath of office was taken.

## **ARTICLE V - WORK RULES**

SECTION 1. Work rules and regulations currently in existence are made part of this Agreement.

SECTION 2. The City and the WPOA recognize that those rules and regulations established and enforced by the Chief which affect wages, hours and working conditions of members of the Police Department included in the collective bargaining unit covered by this Agreement are subject to the collective bargaining process pursuant to Section 111.70 Wisconsin Statutes.

SECTION 3. The WPOA herein acknowledges that the Police Chief has the power and authority to establish, maintain, amend or eliminate those rules which affect wages, hours and working conditions. Actions by the Chief relating to rules and regulations affecting wages, hours and working conditions herein established shall be subject to negotiations and mutual agreement by the Chief and the WPOA prior to their effective date.

SECTION 4. Disputes with respect to the reasonableness or application of said work rules may be subject to the grievance and arbitration procedures set forth in Article VI.

SECTION 5. Nothing contained herein shall constitute a waiver of the statutory rights determined to be non-mandatory or permissive subjects of bargaining by appropriate courts of record or the WERC.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

SECTION 1. The WPOA and the City recognize that prompt and just settlement of grievances is of mutual interest and concern.

SECTION 2. Only matters involving interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions of the grievance procedure. A grievance may also relate to a disciplinary action imposed against a member of the WPOA providing such action does not relate to the provisions set forth in Wisconsin Statute 62.13(5). Those subjects over which the Police and Fire Commission has authority are expressly precluded from the arbitration process and shall be subject to the rules and regulations of said Commission.

SECTION 3. The grievance process must be initiated within twenty-five (25) calendar days of the alleged violation. Any grievance not filed within the above stated time shall be invalid and not subject to this procedure. Days referred to in this Article shall be consecutive calendar days unless otherwise specifically defined. Time limits set forth herein may be extended by mutual agreement.

SECTION 4. Any employee may process his/her grievance as outlined in this Article and shall have the right to representation by the WPOA in conferences concerning said grievance with the City. In the event a grieving employee does not desire WPOA representation during any such conference, the WPOA retains the independent right to be present during the course of any such conferences. Any grievance to be appealed by the WPOA to final and binding arbitration shall be subject to review by the Executive Board of the WPOA.

SECTION 5. The WPOA may appoint five (5) representatives to process grievances during the course of the duty day and shall inform the Chief of Police and the Employee Relations Manager of the names of the representatives and any subsequent changes in representatives. Prior to said designated representative beginning the processing of a grievance during the duty day, he/she shall advise his/her shift or division commander and obtain his/her approval. A grievance shall be processed by no more than two (2) of the five (5) appointed WPOA members at any one time.

SECTION 6.

A. **Step 1.** The aggrieved employee shall reduce his/her grievance to writing and submit it through the shift or division commander to the Chief of Police, or the Chief's designated representative, within twenty-five (25) calendar days of the alleged contract violation. The Chief may hold an informal hearing and/or consult with appropriate staff personnel in reaching his/her decision. Said decision shall be submitted in writing to the aggrieved party and the WPOA within twelve (12) calendar days by the Chief. If Step 1 is not undertaken within the above time limit, the matter shall be considered resolved. If no decision on the grievance is received within the time limit above, the aggrieved employee may appeal the grievance to Step 2.

B. **Step 2.** If not resolved at step 1, the grievance shall be presented in writing to the Mayor or City Administrator or his/her designee. He/she shall hold hearings with the WPOA, the aggrieved, and the Chief and other appropriate personnel within ten (10) calendar days of the receipt of the grievance and shall submit

his/her decision within twenty (20) calendar days subsequent to receipt of the grievance to the grievant. If the matter is not appealed to Step 3, within twenty (20) calendar days of the decision at step 2, the matter shall be considered resolved. If no decision on the grievance is received within the time limit above, the aggrieved employee may appeal the grievance to Step 3.

**C. Step 3. Arbitration**

As to those matters involving the interpretation of rights granted to employees in the bargaining unit by this Agreement, and in the event that such grievance is not disposed of as aforesaid, the grievant, no later than twenty calendar days after completion of Step 2 may request arbitration before an impartial arbitrator. A copy of said request stating the act or omission appealed from and the basis of the appeal shall be sent to the Employee Relations Manager and/or the President of WPOA whichever is applicable.

As soon as is practicable after the notice of appeal to arbitration is given, the City and the WPOA shall meet and endeavor to select an arbitrator. If after three days following the meeting, agreement as to the arbitrator or arbitration is not reached, the City and the WPOA shall request the Wisconsin Employment Relations Commission to provide a panel of five persons as candidates for arbitrator. When such panel is received, the City and the WPOA shall alternately strike from such list, the appealing party making the initial strike, and the remaining person shall act as the arbitrator.

The arbitrator shall be empowered to convene to hear the evidence pursuant to such rules and procedures as he/she may adopt and to make a written decision which shall be final and binding. The parties shall bear equally the fees of the arbitrator and the record, if any, of the proceedings had, if the arbitrator determines to make a record. The City and the WPOA shall bear individually the cost and compensation of its own witnesses, exhibits and representation.

**SECTION 7. Limitation on Grievance Arbitrators.**

A. Arbitration shall be limited to:

1. An interpretation of the articles of this Agreement and
2. A grievance as herein defined arising out of the express terms of the Agreement.

B. Arbitration shall not apply where Section 62.13 of the Wisconsin Statutes are applicable.

C. The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue properly before him/her and shall confine himself/herself to the issue so submitted.

D. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination, or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement. The above shall not apply to arbitration in process at time of termination of this Agreement.

## **ARTICLE VII - HOURS OF WORK**

SECTION 1. The duty schedule shall be established by the Chief of Police.

SECTION 2.

A. All full-time personnel, except those covered by Section 2.B. below, shall work a schedule as assigned by the Department. Work duty periods of four days with two full rest days following each duty period.

B. Employees may be assigned to a 5-2, 5-2 schedule on a voluntary basis upon execution of a written waiver per Subsection 2.C. of this Article. The Patrol Specialist II assigned to Community Support and the Administrative Station Officer Patrol Specialist II may be assigned to a 5-2 schedule so long as the designated officer agrees, without need for a Union waiver.

C. Any portion of this Agreement excepting the salary schedule may be waived upon the completion of an approved written waiver. Said waiver shall be prepared in triplicate by the Chief of Police or his/her designate on a pre-agreed form. It shall clearly identify the labor agreement clauses to be waived, name the individual involved, state the duration of the waiver and describe any special terms. Said waiver request shall be discussed with the employee and signed by both the employee and Chief of Police prior to being forwarded to the WPOA Committee. The WPOA Committee shall either approve or disapprove the waiver request and return one copy to the Chief of Police bearing their decision and the signature of the WPOA Committee Chairman, or his/her designate within 5 days of receipt. Any waiver granted under this section shall not exceed twelve (12) months in duration, but may be renewed by this process.

SECTION 3. Training

A. At the direction of the Chief, all personnel may be ordered to report for programs for purposes of training, briefing or other departmental matters. A bank of 36 hours per employee per calendar year shall be established for training employees. These hours may be scheduled for training at the discretion of the Chief, however, no training session shall be more than 8.4 hours in one day. Any hours in the bank not used for training during the calendar year shall not be carried over to the next calendar year.



B. Personnel shall be paid at the rate of 1-1/2 times their hourly base rate for programs so scheduled.

C. Scheduling of personnel shall take into account employee's off days, with no personnel being ordered to report on such day, unless the employee affected so agrees.

SECTION 4. Changes in duty time may be made between employees or within the duty schedule of an employee covered under this Agreement when said changes, in the judgment of the Chief or his/her designated representative, will not hinder the efficient operation of the Department and said changes are approved by the Chief or his/her designated representative at least three days prior to the change in duty schedule. A 180-day repayment period is allowed between trades of duty days, provided such trades have been completed by December 31st of the year in which they occur. The City shall have no liability for overtime payment because of changes in duty hours set forth in this provision.

## **ARTICLE VIII - PAY POLICY**

### SECTION 1. Administration

- A. The pay periods shall be two-week periods ending on alternate Saturdays and payment shall be made on the twelfth day following the end of the pay period, but in the event pay day falls on a legal holiday, payment shall be made on the preceding day. Paydays may be advanced upon instructions of the Mayor. All WPOA members will participate in the City's Direct Deposit Program. As of January 1, 2008, employees will not be issued paper payroll checks.
- B. Salaries shall be paid in accordance with the schedule set forth in Appendix A. Effective December 31, 2008 wages shall be increased by 3.25 %. Effective December 31, 2009 wages shall be increased by 2.75 %. Effective December 31, 2010 wages shall be increased by 2.75 %.
- C. Hourly rates shall be calculated utilizing the base salaries and formulas as set forth in Appendix A.
- D. An employee hired as a Police Officer shall be placed on the first step ("Step A") of the range for Police Officers as set forth in Appendix A. The employee shall move to a second step ("Step B") of that range effective the pay period containing the date he/she has six (6) months of active service with the City. The employee shall be placed in the third step ("Step 1") of the range when he/she has one year of service. Movement through the remaining steps ("Step 2", "Step 3", "Step 4", "Step5") of the range shall be on an annual basis, with advancement based on the anniversary of the employee's hire date as a Police Officer.

SECTION 2. A minimum of two (2) hours shall be guaranteed for any court appearance.

SECTION 3 . Each employee may be required to qualify for shooting proficiency quarterly, if requested by the Chief, on his/her duty time or overtime, if otherwise impractical, for which he/she shall be paid time and one-half pay for such overtime. Any employee who does not qualify within 4 attempts shall gain proficiency on his/her own time without pay. The "course" shall be established by the Chief and shall be consistent with the general standards requisite to maintain departmental proficiency. The WPOA shall be notified of the "course" and shall have the right to discuss changes in its make-up with the Chief prior to implementation.

SECTION 4. Acting Pay.

A. Officers shall not be required to perform acting duty at higher ranks or temporary assignments at higher classifications.

B. If it is necessary to perform as cited in Subsection A above, personnel shall be paid as follows. Acting pay shall be paid when an officer performs the duty of a higher rank, but in no event will acting pay apply while filling in as a result of vacations. Such officer receiving acting pay shall be paid the hourly pay differential between his/her hourly rate and the hourly rate of the lowest rate of pay in the higher rank which exceeds his/her present pay. Said hourly rate to be calculated in accordance with Section 13 of this Article.

SECTION 5. During field training periods for probationary officers, the assigned field training officer will be compensated an additional \$0.35 per hour. Each Certified Training Officer shall be eligible for .8 hours of overtime for each full day of training with a recruit officer.

SECTION 6. Temporary Assignments

A. Assignments of personnel to specific duty assignments that are not permanent in nature shall be termed temporary assignments and limited to 365 consecutive days. Said assignments shall not be renewable within 365 days from the date each assignment is terminated by directive of the Chief or his/her designated representative. Such assignment may be extended beyond 365 days, or renewed sooner, upon the agreement of the affected officer, the WPOA Board, and the Chief. Such assignment shall be subject to posting. Said posting shall be in a conspicuous place and include the general nature and duration of the assignment.

B. A temporary specialized duty assignment within the employee's position classification may be made by the Chief without regard to the employee's bargaining unit seniority or shift. Prior to someone being selected for a temporary assignment, the Chief or his/her designee and the WPOA Chairman or his/her designee shall meet to discuss the process by which the selection will be made. When the Chief or his/her designee assigns a member of the WPOA to a temporary duty assignment, a written memo shall be issued to the officer and the WPOA Board of Directors describing the primary duties of the temporary

assignment. Said memo shall be issued prior to the commencement of the temporary assignment.

SECTION 7.

A. Any member of the Department transferred from one title to another except when demoted for cause or at his/her request shall receive as starting salary in the new title the lowest step in the salary range provided therefore which exceeds the salary received by him/her in the title from which he/she is transferred and shall advance on each succeeding anniversary date of his/her inclusion in such new title to the next higher step in such salary range until he/she reaches the maximum provided, however, that where the title of a position has been changed without substantial change in the duties a member of the Department holding such position shall not be placed in another step in the applicable salary range solely because of the change in title.

B. An employee promoted to a higher classification shall be placed according to paragraph A., above. If the newly promoted employee will be paid at a higher step than an employee already working in the same higher classification who has equal or greater departmental service, the employee with equal or greater service will be placed in the same pay step as the newly promoted employee. The pay step anniversary date for both employees shall be the date of the second promotion. The determination of appropriate pay steps for an employee(s) in the higher classification shall be made as of the date of promotion of the new employee. Any change in pay step resulting from this provision shall be effective on the date the newly promoted employee started working in the higher classification.

SECTION 8. Educational Incentive Pay.

A. Payments.

1. Employees enrolling in courses eligible for tuition reimbursement shall bear responsibility for applying initially for funds for said purpose from alternate sources. Said sources may be but are not limited to federal and state governments, including scholarship education, and veteran benefit programs. In submitting proof of satisfactory completion of approved courses for tuition reimbursement work, the employee shall certify that he/she did apply for all available alternate funding sources known to him/her and that said funds were denied.

2. For the term of this Agreement the City shall reimburse for tuition up to \$130.00 per credit for courses approved in accordance with this Agreement and providing the employee complies with the above paragraph. Said payment shall be limited to 9 credits per semester.

3. All educational incentive salary earned herein shall cease should an employee be promoted to a position with the City where the educational

level earned was an announced pre-requisite for positions outside the bargaining unit.

- B. All courses eligible for payment under this section shall:
1. Be reviewed by the Chief and approved by the City Administrator prior to enrollment in the course.
  2. Be initiated and completed while in the employment of the Wauwatosa Police Department. Employees will become eligible after completion of his/her probationary period.
  3. Be completed with a grade of "C" or better.
  4. Be completed on the officer's own time.
  5. Be within the curriculum of an Associate Degree Program, Bachelors Degree Program, or Masters program in Police Science, Criminal Justice, or a similar law enforcement program at an accredited college or university.
  6. Be part of a curriculum approved under subsection 5 above that is related to the employee's current position with the department or be related to a position to which the employee may be promoted.
  7. The City will, within a reasonable period of time, prepare a list of approved degree programs. The WPOA may submit comments and recommendations relative to these programs. Any resultant revision in this list shall be the sole right of the City and the City retains the right to determine the programs to be included on the list.
- C. Credits earned under the provisions of the educational incentive program set forth in Municipal Ordinance 17.41 as published June 29, 1967 and subsequently amended November 16, 1967 and December 26, 1968 shall continue to be eligible for payment under this Agreement.

## **ARTICLE IX - OVERTIME**

### **SECTION 1. Pay Policy.**

- A. 4-2, 4-2. No member of the Police Department shall be required to be on duty for more than 8.4 hours in each 24 hours except when, in the judgment of the Chief, necessary work demands that such work day be extended beyond the 8.4 hour period. All time worked in excess of 8.4 hours in a day shall be placed to the credit of the person so working on the basis of 1-1/2 times the number of hours of overtime worked.
- B. 5-2, 5-2. No member of the Police Department shall be required to be on duty for more than 8 hours in each 24 hours except when, in the judgment of the Chief,

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necessary work demands that such work day be extended beyond the 8-hour period. All time worked in excess of 8 hours in a day shall be placed to the credit of the person so working on the basis of 1-1/2 times the number of hours of overtime worked.

SECTION 2. Employees may use accumulated overtime for time off provided that he/she requests and receives the approval of his/her supervisor. In addition to using any accumulated overtime off, employees may extend up to 25.2 hours into minus time. It is the intention of the foregoing provision that the operating efficiency of the department shall not be materially affected.

SECTION 3. When illness of an employee extends beyond the regular sick leave allowed, additional time off resulting from such illness shall be charged against the record of overtime, but not to exceed 25.2 hours into minus time.

SECTION 4. Subject to Subsection C below, any employee entitled to accumulate overtime for purposes other than sick leave, shall be paid as follows:

A. All accumulated overtime will be paid out not later than April 30 and October 30 each year. If an employee is in minus time that employee must pay back any overtime hours to bring them to "0" before the employee is allowed to receive a cash payout.

B. All accumulated overtime will be carried forward to the succeeding pay-out date.

C. Officers may elect to have overtime hours worked paid within the pay period earned. If this option is selected, the daily report is to be completed in the normal manner. The Payroll Clerk will record the overtime on the officer's daily report for payment. If an officer elects to accumulate overtime hours, he/she shall be responsible to write the word "BANK" on the daily report directly under the box for the supervisor's approval. If this option is selected, the Payroll Clerk will record the overtime on the department's form, and not enter it for payment on the time card.

SECTION 5. No shift carry-over shall be credited unless the officer has first received the approval of the shift commander for the period of the overtime.

SECTION 6. No employee may volunteer for overtime work that will result in working more than 12.6 continuous hours in a 24 hour period without prior approval of the Chief of Police or his/her designee. This provision does not apply to involuntary work hours. An employee called into work earlier than their normal start time, in order to supplement shift staffing levels will not be held over, unless exigent circumstances exist, at the end of their normal shift.

An employee held over after their normal end time, in order to supplement shift staffing levels, will not be called in early, unless exigent circumstances exist, for their next shift.

Should the above circumstances exist, the next least senior person shall be called in or held over.

SECTION 7. When an employee is called in prior to the start of his/her regular shift, he/she shall not be sent home prior to the completion of said shift for the purpose of avoiding overtime.

SECTION 8. Recall Time.

When an officer is recalled within 4 hours after completing his/her regular tour of duty, or is called in, he/she shall receive credit for a minimum of 2 hours, and all such hours worked shall be credited at time and one-half his/her regular pay. Such officer may be required to do any police work assigned during that 2-hour period.

SECTION 9. Overtime for Special Occurrences

- A. When for purposes of special events it is necessary to request personnel to work overtime hours, the Chief or his/her designated representative shall post appropriate notice of such overtime when possible five (5) days in advance, giving opportunity to all employees to sign for such work.
- B. If an insufficient number of employees sign up for such work, the Chief may then assign available personnel to said hours, except those employees who are on regular scheduled off days, vacation or accumulated overtime off, in accordance with reverse bargaining unit seniority, until the needs of the City are fulfilled.
- C. Whenever Section B is used to fill the overtime needs for a special occurrence or event by reverse seniority assignments, and said special occurrence or event is scheduled to take place over two (2) or more consecutive days, no officer shall be ordered in for overtime on consecutive days.

SECTION 10. Any such member of the Police Department upon leaving the service of the City or upon going on military leave shall be paid all accumulated overtime. All overtime herein referred to shall be figured on the basis of regular salary as of the date the extra hours of work were performed reduced to an hourly rate.

## **ARTICLE X - PROMOTIONAL PROCEDURES**

SECTION 1. For the purpose of appointing personnel to the following positions: Detective, Detective Technician, and other positions as may be created by the City at salary levels above the position of Police Patrol Specialist, excepting however, appointments to the positions of Police Officer and Police Patrol Specialist, the Police Chief shall implement and promulgate a promotion procedure. All personnel promoted to positions represented by the WPOA shall serve a 6-month probationary period.

Continuation of an employee in that position past the 6-month probationary period shall constitute completion of said period.

SECTION 2. Should the employee's performance be of a nature to require additional time to determine his/her ability to satisfactorily perform the requirements of the position, the Chief may extend the probationary period for an additional three months. In the event said extension is necessary, in the judgment of the Chief, the employee shall be notified of the reasons for the extension and shall have the right to grieve on said matters subject to the limitations of Article VI, Section 2. If performance, in the judgment of the Chief, is satisfactory, the probationary period shall be deemed completed.

SECTION 3. Should an employee fail to satisfactorily complete his/her probationary period as described in Section 1 and 2 above, he/she shall have the right to return to his/her assignment held immediately prior to promotion. An employee promoted out of the bargaining unit shall have the right to return to a vacant Police Officer position if there is one. Such employee shall retain seniority accrued within the bargaining unit, but not receive seniority credit for any time worked outside of the bargaining unit.

SECTION 4. All eligible applicants for a promotion will be given the opportunity to take a standard written exam and based upon the results of the examination and the applicants' bargaining unit seniority, education, supervisory rating and experience/work performance, the applicants shall then be ranked. Supervisory evaluations shall constitute 50% towards the final score, written examination shall constitute 40% of the final score and seniority shall constitute the remaining 10% of the total score. A list of all applicants, their raw scores on the promotional exam and their ranking will be provided to the WPOA Committee, provided that the WPOA shall hold confidential all information concerning raw scores, except for use in a related grievance.

SECTION 5. When a vacancy occurs in a position, such vacancy shall be filled within sixty (60) days from a created eligibility list. The time period for filling of vacancies shall be 120 days when said vacancy is caused by death or termination prior to age 55. Eligibility lists shall be effective for a period of two years.

SECTION 6. If a Police Patrol Specialist is to be removed from said assignment, the employer must have a reasonable justification for said removal.

SECTION 7. Police Patrol Specialist.

Vacancies in the position of Police Patrol Specialist will be filled following a written examination prepared by the Chief. Assignments to the position of Police Patrol Specialist will be based upon a weighted rating system giving 40% credit to the score on the written exam, 50% credit to supervisory evaluations, and 10% credit to bargaining unit seniority. Eligibility lists shall be effective for a period of two years. Assignments to Police Patrol Specialist are not a promotion, are not permanent and do not go through the Police and Fire Commission. The Community Support Officer will be assigned the designation of Police Patrol Specialist II and kept at the existing pay level for that

individual. The Police Patrol Specialist II position will be filled in the same manner as other Police Patrol Specialist positions.

## **ARTICLE XI - AUTHORIZED LEAVE**

### SECTION 1. Vacations.

A. All full-time permanent personnel on the active payroll shall, upon completion of their probationary period be eligible for vacations according to the following schedule:

- |   |                 |
|---|-----------------|
| 1. Completion of one year of service through the fifth year       | 10 working days |
| 2. During the sixth year through thirteen years of service        | 15 working days |
| 3. During the fourteenth year and through twenty years of service | 20 working days |
| 4. During the twenty-first year of service and thereafter         | 25 working days |

B. In the case of employees of the Department who have returned from military leave to their employment and have been reinstated as by law provided, such employees shall not be entitled to the aforementioned vacations unless they have been engaged in the service of the City continuously for a period of at least 3 months prior to the first vacation after such return.

C. The Police Chief shall arrange and designate vacation periods for employees in positions covered by this Agreement on the basis of the vacation allowance set forth in Subsection A, above. Each employee shall be entitled to the opportunity to schedule a maximum of ten consecutive vacation days between May 1 and September 30 inclusive during each year.

1. Said scheduling shall be limited as follows: 2 Patrol officers, and 2 Detectives scheduled for vacation on each shift. If, in the judgment of the Chief, sufficient personnel are available to meet Department needs, additional personnel may be authorized to schedule vacation. Said authorization is subject to approval of the Chief.
2. The first vacation selection period shall be completed by the first day of February and the second vacation selection period shall be completed by the first day of March.
3. Any officer not making a selection by the above dates shall forfeit his/her first and second selections respectively.



4. Thereafter, vacation selections of any duration may be made with the understanding that any continuing period shall be considered one selection.
5. Any subsequent vacation requests must be submitted at least ten (10) days before the vacation period requested; requests for vacation time with less than ten (10) days notice may be disapproved by the Chief of Police if in his/her opinion the granting thereof would cause a staffing shortage.
6. An employee who is promoted or transferred to a different shift or division shall retain his/her vacation selections if his/her Shift Commander for the new shift or division determines there is sufficient staffing to allow the employee to use the days as originally scheduled.
7. All vacation time shall be selected or arranged not later than November 1st.
8. All selections shall be in accordance with the appropriate bargaining unit seniority provisions of this Agreement.

D. Vacation not taken may be arranged for and taken in a succeeding year upon the approval of the Chief.

E. Upon termination of service with the City, the employee shall be entitled to a lump sum payment in lieu of any annual vacation allowable at the time of such termination.

F. An employee whose service with the City is terminated by reason of compulsory retirement shall receive, in addition to a lump sum payment for vacation allowable at the date of retirement, a lump sum payment for vacation earned in the current year and normally allowable in a subsequent year equal to one-twelfth of a full vacation for each full month of service in the current year to the date of termination. Where the total length of service in the current year from January 1 to date of retirement includes a fraction of a month, only the number of whole months of service shall be counted toward computation of the amount of lump sum payment in lieu of vacation. Fractions of a month shall be disregarded.

## SECTION 2. Sick Leave.

A. All full-time personnel shall earn sick leave at the rate of one regularly scheduled workday per month of service. An employee shall accumulate sick leave beginning with the employee's date of employment. A full time employee shall retain his/her former sick leave accumulation when he/she changes to a different regular work schedule but earn and use sick leave based on the new work schedule. Said leave may be accumulated to a maximum of 1,386 hours.

B. All full-time personnel may be granted leave under this section for personal illness or injury (non-work connected) or for sickness in the employee's immediate family. An officer who is on sick leave for more than 3 days shall upon request provide an estimated date to return to work. Leave of absence for sickness in an employee's immediate family must be approved by the Chief of Police. The Chief may require reasonable evidence as shall be determined exclusively by the Chief to be submitted by the employee for the purpose of approving any leave of absence allowed under the provisions of this section of this Agreement. The Chief shall cause a record to be kept of all leaves of absence allowed under this Agreement and the reason therefore.

C. When illness of an employee extends beyond the regular sick leave allowed, time off resulting therefrom shall be charged against such record of overtime.

D. For the purpose of this Section "immediate family" shall mean spouse or child living in the same household.

E. Employees who are working a four-two-work schedule shall not use sick leave for medical and dental appointments during work time except when medically necessary.

#### SECTION 3. Differential Pay for Work Connected Injury.

A. All full-time personnel shall be granted leave of absence for the period of temporary disability due to injury or illness compensable under Worker's Compensation laws of the state not exceeding one year in the aggregate after the start of such disability in any one case or accident.

B. All full-time personnel shall receive pay from the City less the amount of Worker's Compensation paid by the City and/or the City's insurance carrier. In no event will such supplemental pay and Worker's Compensation benefit in aggregate exceed the employee's normal net "take home" pay.

#### SECTION 4. Limited Duty.

An employee who has been on authorized leave due to serious illness or injury, personal or work connected, may, upon release from his/her physician and upon presentation of said release to the Chief, return to a limited duty assignment within sworn service of the Police Department. Said assignment shall be as directed by the Chief and may result in re-assignment of other sworn personnel. Said re-assignment shall not be affected by time limits set forth elsewhere in this Agreement but shall be governed by the term of the limited duty assignment.

If the employee is physically able, he/she shall attend court proceedings while absent from work due to an injury sustained on duty. Time spent in court proceedings shall not be credited as overtime worked unless the employee works in excess of 8.4 hours in one workday.

The intent of this provision is to permit the return to work as soon as is medically possible to employees who are affected as set forth in the above paragraph. Further, the parties understand that "limited duty" refers to duty other than normal outside patrol duties and that it is not the intent said limited duty is to be of a "make work" nature.

SECTION 5. For the purpose of Section 1 and 2 of this Article, service shall be defined as continuous employment with the City of Wauwatosa Classified Service and the Police Department.

SECTION 6. Holidays.

A. All full-time employees assigned to the 5-2, 5-2 work schedule shall be entitled and shall receive time off during the year for the following 12 holidays: New Year's Day, Good Friday, Memorial Day, Flag Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, December 24, December 31, two non designated days.

B. Each employee assigned to the 4-2, 4-2 work schedule shall have his/her overtime record credited with 8.4 hours for each of the 12 holidays. An additional 8.4 hours shall be credited annually to the overtime record of each employee assigned to the 4-2, 4-2-work schedule.

C. Employees assigned work schedules other than the 4-2, 4-2 work schedule when required to work on holidays enumerated in Subsection A shall be entitled to a credit of pay at one and one-half times the regular straight time rate of pay for the number of hours worked by the employee on the cited holidays. All pay earned in excess of the regular straight time rate of pay shall be placed to the overtime hour credit of the employee.

D. Those members of the bargaining unit working a continuous, recurring 5 days on 2 days off work schedule shall receive an additional 45.6 hours straight time compensation. Said compensation shall be credited to the employee record at the rate of 3.8 hours per 8-hour holiday and 2 hours per 4-hour holidays.

SECTION 7. Military Reserve Duty.

A. All full-time permanent personnel who are members of the Reserves of the Armed Forces shall be granted leave of absence during their customary annual two-week training period, and shall receive their regular pay, less the amount of earned pay from the United States government for said training period, but excluding all allowances and allotments for themselves and dependents during such training period. Said leave shall not exceed 10 working days

**B. Military Service and Seniority (USERRA Rights)**

Employees that are activated for military service (military leave) will maintain their seniority rights for all seniority-based issues including staffing shifts, vacation picks, promotions and shift transfers.

**SECTION 8. Funeral Leave.**

A. Permanent full-time employees shall be allowed up to three (3) regularly scheduled days between the day of death and the day of the funeral inclusive, in the event of the death of the following relatives: Employee's mother, father, spouse, children, brother, sister, grandparents, spouse's parents, sister, brother and counterpart step relative.

B. In the event the death would require an employee to be off duty for a greater period of time than the three (3) days specified above, additional time off will be granted and deducted from the employee's overtime account.

C. Permanent full time employees shall be allowed one (1) regularly scheduled day to attend the funeral of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grandparents of the employee's spouse.

D. The employee shall be granted funeral leave with pay provided that the employee shall indicate the name and relationship of the deceased and the location of the funeral. This information shall be kept confidential at the request of the employee utilizing this leave.

E. If the funeral is held at a distance that requires additional time off for travel, the employee may be granted up to two (2) days for travel, provided that the time used for travel shall be deducted from the employee's sick leave balance.

F. An employee who acts as an official funeral escort or pallbearer shall be granted up to four (4) hours off duty with pay.

G. Time off with regular pay shall be allowed by the commanding officer, at his/her discretion, to any member of the Police Department who is an honorably discharged member of the Armed Forces of the United States to allow such person to attend as a member of an honor guard, any military funeral conducted by a veteran's organization chartered by an act of Congress, and such time off shall not be charged against such person's accumulated overtime.

**SECTION 9. Jury Duty.**

All full-time permanent personnel shall, when on jury, receive compensation from the City equal to the difference between the employee's full pay for the period involved and the amount received for such jury duty.

**SECTION 10. Professional Time Off.**

Each employee shall receive a total of 25.2 hours of professional time off annually. This time shall have the same restrictions as does vacation time and shall be selected in the same fashion. This time must be used as time off and cannot be used for pay purposes. Effective January 1, 2005 an employee may choose to be paid for 16.8 hours of professional time. Effective January 1, 2004 an employee may choose to be paid for an additional 8.4 hours of professional in the same manner as vacation.

**SECTION 11.** Notwithstanding the foregoing, the City agrees to provide all leave benefits required under the Wisconsin Family and Medical Leave Act, Section 103.10 Wis. Stats. If permitted by the Act, the leave benefits as outlined above shall run concurrently with the required leave set forth by Section 103.10 Wis. Stats.

**ARTICLE XII - UNIFORM ALLOWANCE**

**SECTION 1. Allowance and Voucher**

A. All uniforms and equipment worn in the line of duty shall be replaced and maintained by the employee. Effective in calendar year 2006, the uniform allowance shall be increased to \$600 for the purpose of replacing and maintaining said uniforms and equipment. Payment of this uniform allowance will be divided equally into two separate payments. Said payments shall be made prior to May 31 and November 30 of each year and will be paid on a separate check. This payment system shall also apply to each full-time employee assigned to duty requiring the wearing of civilian clothing.

B. An employee shall be allowed to use the City's voucher system for the purpose of purchasing his/her authorized uniforms and equipment worn in the line of duty. The utilization of the voucher system is voluntary.

C. When the voucher system is used by an employee, the amount of the voucher(s) shall be subtracted from the authorized uniform allowance for that year. Voucher(s) submitted between January 1 and April 30 shall be subtracted from the employee's first payment, which is due by May 31. Voucher(s) that exceed what would have been the first payment and those vouchers submitted after April 30 shall be subtracted from the second payment, due by November 30. No vouchers will be issued after October 30 and under no circumstances shall the amount of total voucher payments exceed the employee's total annual uniform allowance.

**SECTION 2. Changes in Uniform and Equipment**

A. The WPOA and the Administration agree to meet on an annual basis no later than September 1 in an effort to update the uniform and equipment listing above.

B. Changes in uniforms or equipment that are mandated by the City and that are not optional shall be at City expense.

**SECTION 3. Recruit Uniform and Equipment**

The above provisions shall not apply to any police recruit in the first three years of his/her employment. All officers joining the Police Department shall be furnished the required uniform equipment as listed below upon appointment. Any police recruit receiving such advance whose employment is terminated for any reason prior to fulfilling two years in the Department shall return said uniform and equipment to the City.

4 Long Sleeved Shirts	4 Short Sleeved Shirts
4 Pants	1 Tie
1 Three Season Gore-type Jacket	1 Inner Pants Belt
1 Fur Mouton Winter Hat	1 Four Star Hat with Ventilated Band
1 1-3/4 inch Belt	1 Sam Brown Weapon Belt
1 Holster	1 Magazine Holder
4 Belt Keepers	3 Magazines
1 Duty Weapon	1 Handcuffs
1 Handcuff Case	1 Pair Gore-type Boots
1 Pair Leather Winter Gloves	1 Raincoat
1 Expandable Baton with Holder	1 Rain Cap
6 T-shirts	1 Flashlight Ring
8 Pairs of Socks	1 Body Armor
1 Whistle and Chain	1 Full-Size Rechargeable Flashlight with Holder
1 Talkie Holder	1 Glove Holder
1 Taser Holster & Cartridge Holder	

SECTION 4. All employees are required to keep uniforms and equipment neat, clean, and in good repair at all times, and all uniforms and equipment shall comply with the Department's uniform and equipment directive.

**ARTICLE XIII - NO STRIKE CLAUSE**

SECTION 1. The Wauwatosa Peace Officer Association Bargaining Unit shall not encourage its members to strike for any reason during the term of this contract. A strike in this clause is defined to mean any concerted work stoppage, slow-down or refusal to perform any customarily assigned duties. The occurrence of a "strike" shall be deemed a violation of this contract. Any employee participating in a "strike" may be subject to the following:

1. Discharge or other disciplinary actions.
2. Loss of compensation.

Upon request of the City, the WPOA shall cooperate with the City in bringing an immediate end to a "strike" by any employees under its jurisdiction.

## **ARTICLE XIV - INSURANCE**

### SECTION 1. Life Insurance.

A. The City shall pay the entire premium for life insurance under the group plan contracted for by the City. Said coverage shall be as set forth elsewhere in this Section.

B. A full time employee shall have insurance in the amount rounded to the next highest \$1,000.00 of the employee's base annual salary as determined on the previous October 1st. An employee with eligible dependents shall also have dependent coverage in the amount of \$1,500.00 for spouse and \$750.00 for each dependent child, age six months through age 19 and 23 if dependent student. Children from birth to age six months shall have coverage in the amount of \$100.00.

#### C. Retiree Benefits

1. An employee hired on or before October 1, 1974, who takes a normal retirement, may elect to continue his/her level of coverage at retirement to age 65. Such coverage continues at the employee's expense. At age 65, the employee who continues coverage would receive a paid-up policy in the amount of \$3,500.00, or the employee may elect to take a paid-up policy at retirement in the amount of \$3,500.00.

2. An employee hired after October 1, 1974, who takes a normal retirement, may elect to continue his/her level of coverage at retirement to age 65. Such coverage continues at the employee's expense. At age 65, the employee who continues coverage would receive a paid-up policy in the amount of \$2,500.00, or the employee may elect to take a paid-up policy at retirement in the amount of \$2,500.00.

### SECTION 2. Health Insurance.

Effective January 1, 2008, continuing for the term of this Agreement and its extensions, the Union through its designated representative(s) shall participate in good faith in a joint labor/management health insurance standing committee on at least a quarterly basis. The Union shall have access to existing data for trend analysis projection and cost analysis. The health insurance coverage, at the City's expense, shall be identical to that provided to the employees in the preceding agreement with the following modifications:

A. Lifetime Maximum. Effective January 1, 2006, employees the lifetime maximum coverage shall be \$2 million with no more than \$1 million per year.

B. Health Risk Assessment. Effective January 1, 2005, the City will provide an annual Health Risk Assessment for employees within 60 days of the plan year. The City agrees to schedule up to 6 sessions at the Police Department within 61 days, if needed.

C. Routine Tests. Effective January 1, 2005 the health insurance will cover preventative and routine tests and procedures in network at 100% or out of network at 70%.

D. Out-of-Pocket Maximum.

1. Effective January 1, 2005, employees shall pay a \$ 800 individual out-of-pocket annual maximum or a \$1,600 family out-of-pocket annual maximum for in-network or out-of-network services.

2. Effective January 1, 2006, employees shall pay a \$1,000 individual out-of-pocket annual maximum or a \$1,800 family out-of-pocket annual maximum for in-network or out-of-network services. Effective January 1, 2004, employees shall pay 30% co-payment for out-of-network services.

E. In-Patient Mental Health. Effective January 1, 2002, there shall be an annual maximum of 30 days for in-patient / transitional mental health services at 100%. After the first 30 days, the next 40 days shall be at 90% for in-network and 80% for out of network. Annual maximum is 70 days.

F. Prescriptions.

Effective January 1, 2008, for each retail prescription, employees shall pay \$15 for each generic prescription, \$24 for each second tier prescription, and \$40 or 20%, whichever is greater, not to exceed \$80 for each third tier prescription. Effective January 1, 2008, each retail prescription co-pay shall be for a 30 day supply. For each maximum 90 day mail order prescription, employees shall pay \$30 for each generic prescription, \$48 for each formulary prescription, and \$80 or 20%, whichever is greater, not to exceed \$160 for each non-formulary prescription. There shall be no reimbursement for employee prescription co-pays.

G. Over-The-Counter Medications. Effective January 1, 2005 the plan will include coverage as a generic for the purchase of over-the-counter medications for which a prescription drug exists, such as medications for acid reflux and allergy.

H. Chiropractic. Effective January 1, 2005, for chiropractic services the plan will pay 90% In-Network and 70% reasonable and customary Out-of-Network costs for a maximum of 36 visits per calendar year.

I. Fertility. Effective January 1, 2005, there shall be a \$5,000 lifetime maximum on diagnosis and correction of fertility including fertility drugs but excluding in-vitro fertilization, infertility and artificial insemination services.



SECTION 3. Annual Health Deductibles.

Effective January 1, 2008 employees who complete the minimum wellness requirements set forth in section four (4) below shall pay the following annual deductible: In-Network \$200 for single, \$400 for family; Out-of-Network \$400 single, \$800 family.

Effective January 1, 2008 employees who do not complete the minimum wellness requirements set forth in section four (4) below shall pay the following annual deductible: In-Network \$300 for single, \$600 for family; Out-of-Network \$500 single, \$1,000 family.

SECTION 4. Cost Sharing.

Effective January 1, 2008, each employee shall pay the City \$6 single/ \$15 family biweekly through a payroll pre-tax deduction as a cost sharing contribution.

Effective January 1, 2009, each employee shall pay the City \$12 single/ \$30 family biweekly through a payroll pre-tax deduction as a cost sharing contribution. If the employee completes the minimum wellness requirements of the City's wellness program that employee's cost share contribution shall be reduced to \$6 single / \$15 family. The minimum wellness requirements shall be at City expense and shall include completion of the following: (1) comprehensive HRA including fasting blood screen; (2) age and gender appropriate routine screening to include mammograms, pap screens, colorectal cancer screening and PSA test for prostate cancer; and (3) employee wellness coaching.

Effective January 1, 2010, each employee shall pay the City \$16 single / \$40 family biweekly through a payroll pre-tax deduction as a cost sharing contribution. If the employee completes the minimum wellness requirements in the above paragraph that employee's cost share contribution shall be reduced to \$8 single / \$20 family.

SECTION 5. Dental Insurance.

The City shall pay the lesser of seventy percent (70%) of the monthly premium for the City's self-funded dental insurance, single or family, as appropriate, or 70% of the monthly premium for another dental plan offered by the City and chosen by the employee. The self-funded dental plan shall pay 80% of class C services, have annual benefit maximum of \$2,000 for other than class D orthodontia and lifetime maximum per person for Class D orthodontia of \$2,500.

SECTION 6. Optical Insurance.

Effective January 1, 2005, the City shall provide VIPA 70 Gold or equivalent insurance with a \$10 deductible.

## **ARTICLE XV - RETIREMENT CONTRIBUTIONS**

### SECTION 1. Retirement Fund.

In addition to the City's required portion of the employees Retirement Fund Contribution, the City shall pay 100% of each participating employee's required contribution. This amount is subject to change in the event changes are negotiated pursuant to Article XXVI, Section 1, paragraph 3.

### SECTION 2. Retiree Health Insurance.

A. The City shall continue to permit retired employees to avail themselves of identical standard and major medical coverage offered the regular Association employees, and to be within the same groups, until such time as said retired employee can qualify for Medicare, such coverage to be solely at the expense of the retired employee desiring to avail himself thereof. All premiums due from said retired employee are to be paid directly to and collected by the City of Wauwatosa on or before the premium due date.

B. Employees who retire after January 1, 1981 to January 1, 1986 on their regular, normal retirement date of fifty-five years of age or any City approved extension thereof will be entitled to partial health insurance premium payments in accordance with the following:

The City shall provide one-half (50%) the total premium expense identical standard and major medical health coverage to every employee upon retirement at age 55 or thereafter commencing on January 1, 1981, or until the earlier of the following:

1. The eligibility of the employee for Medicare;
2. The eligibility of the employee for paid equivalent coverage with any subsequent employer.

C. For retirement at age 50 or thereafter or termination due to disability as defined in Section 40.65(4), Wis. Stats., Laws of 1982 as amended from time to time, which occur on or after January 1, 1986, the City shall pay thereafter premiums for identical standard and major medical continuing health coverage, single or family as appropriate, as provided active unit employees as follows:

1. For the period January 1, 1986 through December 31, 1986, the full amount of all premiums.
2. Beginning January 1, 1987 and continuing each calendar year thereafter, the full amount of the premium but not to exceed 110% of the preceding premium.

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3. For employees hired after January 1, 2008, the City shall provide one-half (50%) the total premium expense each year for the identical standard and major medical health coverage to every employee upon retirement at age 50.

D. Premium payments by the City under Subsection C of this Section shall continue thereafter until the existence of any of the following:

1. The death of the employee.
2. The acceptance of the employee in a Medicare program.
3. The acceptance of the employee into an equivalent paid program of health insurance coverage of another employer, during the period of such coverage. Written notice of such acceptance and new coverage shall be given to the City within 30 days of the employee's knowledge of his/her acceptance.

E. An employee's spouse and/or dependent children who otherwise would have continuing coverage terminated due to the exceptions or limitations as set forth in D.1., D.2., and/or D.3 of this Section shall be permitted by the City to continue within its health insurance group, at the spouse or dependent children's sole expense, providing the premium is paid monthly, in advance, to the City.

F. Retirement Health Care Savings Plan

1. Annual Sick Leave Conversion

Employees shall convert  $\frac{1}{4}$  of their accumulated unused annual sick leave at the end each year into their Retirement Health Care Savings Plan. The cash conversion will be at the employee's regular rate of pay on December 31 of that year.

2. Sick Leave Conversion at Retirement

Employees hired after January 1, 2008, shall convert all of their accumulated unused sick leave into their Retirement Health Care Savings Plan upon retirement. The cash conversion will be at the employee's regular rate of pay on the date of retirement.

3. City Payments into Plan

- a. For employees hired after January 1, 2008 and who have satisfactorily completed probation, the City shall pay \$500

one time into the employee's Retirement Health Care Savings Plan.

- b. For employees hired before January 1, 2008, the City shall pay \$250 one time into the employee's retirement health care savings plan.

4. Employee Payments into Plan

Each employee shall pay a \$10 biweekly pre-tax contribution, deducted from his/her payroll check, into the Retirement Health Care Savings Plan.

5. Vesting

For employees hired after January 1, 2008, the City's contributions into the plan, including payments under (3) above shall vest with employees after 15 years of service with the City. Funds contributed by employees either through sick leave conversion or through direct salary contributions shall vest immediately with employees.

## **ARTICLE XVI - SENIORITY**

### **SECTION 1. Seniority Shall Be of Two Types.**

#### **A. Bargaining Unit Seniority.**

1. Bargaining unit seniority is determined by the date of appointment as a full-time employee in a position represented by the WPOA. If two or more officers have the same date of appointment, bargaining unit seniority will be determined by their standing on the eligibility list.
2. If a former member of the WPOA returns to a position represented by the WPOA, his/her bargaining unit seniority shall be equal to but not greater than bargaining unit seniority enjoyed by that employee prior to leaving the NSU.
3. An employee represented by the WPOA on or before January 1, 1996, shall have bargaining unit seniority determined by his/her date on the list contained in Appendix C of this Agreement.

#### **B. Rank.**

Seniority within equal ranks is determined by date of appointment to that rank, and where the dates of appointment are the same (continuous assignment date is the same), bargaining unit seniority shall prevail.

### **SECTION 2. Vacation selection dates shall be made on a bargaining unit seniority basis for all employees, except Detectives. Any employee who changes shifts loses his/her**

bargaining unit seniority regarding vacation picks within the calendar year in which the shift change occurs. Vacation selection shall be made on rank seniority basis for Detectives.

SECTION 3. When a vacancy shall exist in a particular position classification within the Police Department, opportunity to be assigned to such vacancy shall be given to persons in the same order of bargaining unit seniority within that rank, provided said person possesses the minimum written qualifications necessary to perform the job.

SECTION 4. In establishing eligibility lists for promotion, ten percent of the grade or number of points on which final standing is based shall be determined by bargaining unit seniority.

SECTION 5. When two or more members of equal rank are simultaneously employed in the same operation, the senior member shall be in charge (unless otherwise ordered).

## **ARTICLE XVII - PERSONNEL FILE EXAMINATION**

Employees shall have the right to review their personnel file at reasonable times during the time period when such files are available.

## **ARTICLE XVIII - ALCOHOL TESTING**

SECTION 1. No employee will be tested unless there exists objective evidence which would lead a reasonable person knowledgeable about law enforcement and emergency services to conclude that the employee is under the influence of alcohol. Two supervisors shall observe and document the employee's behavior on the form included in this Agreement as Appendix B prior to ordering testing for the employee's alcohol level.

SECTION 2. The employee shall be tested by means of the Department's intoxilyzer. A supervisor who is a certified intoxilyzer operator shall perform the test. If the Department's intoxilyzer is inoperable, the employee shall be taken to the City's drug and alcohol collections site Midland Exam Services, 11803 West North Avenue for breath alcohol testing.

## **ARTICLE XIX - DRUG TESTING**

### **SECTION 1. General Policy**

The Department and the Union believe that the illegal use of drugs is a threat to the public welfare and to the safety of its employees. The primary goals of this policy are (a) to prevent illegal drug usage and (b) to rehabilitate employees who use illegal drugs. No member of the Department shall be discharged following the first illegal use of drugs confirmed by the testing procedure set out below without first having been offered the opportunity to discontinue use, either through personal choice or by treatment for chemical dependency, if such treatment is needed. The second positive test following the procedures set out below shall result in discharge.

### **SECTION 2. Informing Employees About Drug Testing**

Within a reasonable period after ratification of the 1991-1992 Master Agreement and prior to any drug testing, the Department shall at a series of educational meetings:

- A. Inform all employees of the Department's drug testing policy.
- B. Provide all employees with information concerning the unacceptability of drug use and the impact of the use of drugs on job performance.
- C. Inform all employees of how the Department's drug tests will be conducted, their accuracy, the circumstances under which they will be conducted, what the tests can determine, and the consequences of testing positive.
- D. All newly hired employees will be provided with this information during their initial orientation period by representatives of the Department and the Union. No employee shall be tested until such information is provided to him/her.

### SECTION 3. Employee Testing

No employee will be tested unless there exists objective evidence which would lead a reasonable person knowledgeable about law enforcement and emergency services to conclude that the employee is illegally under the influence of drugs, provided that following any positive test under this Article, the Department shall be presumed, for a period of two years after the results of such test are disclosed to the Department, to have an adequate basis to test the employee while at work and without prior notice. If the employee tests positive on such a follow-up test, and the positive finding is upheld following any appeal, grievance and arbitration, if any, the finding shall be the basis for immediate termination of employment. No drug testing may be conducted without the written approval of the Department Chief or his/her designee. Such approval shall state who is to be tested and why the testing was ordered. Failure to follow any of the procedures stated in this Article shall result in the destruction of the test results as if no test had been administered, with no accompanying discipline. Random or mass testing is prohibited.

### SECTION 4. Urine Collection

Urine collection shall be conducted in a manner prescribed by Smith Kline Beecham Laboratories which guarantees a secure chain of custody. Administrative procedures and biologic testing shall be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of one Union representative before a test is administered, provided such request does not delay administration of the test. If acceptable to the collecting entity, a split sample of the employee's urine shall be made at the collection site. The split sample shall be preserved at a location mutually acceptable to the Union and the Department. In all events, if a test result is positive, a split sample shall be reserved for independent analysis.

### SECTION 5. Testing Procedures

All samples shall be tested for CHEMICAL ADULTERATION, NARCOTICS, CANNABIS, PCP, COCAINE, AMPHETAMINES, AND SEDATIVES. The testing

shall be done by a Smith Kline Beecham Laboratories facility and the following standards shall be used:

**DRUG TESTING STANDARDS**

Drug	Screening Test	Confirmation
Amphetamines.....	300 ng/ml Amphetamine.....	500 ng/ml GC-MS
Barbiturates.....	200 ng/ml Barbiturate.....	500 ng/ml GC-MS
Benzodiazepine.....	300 ng/ml Oxazepam.....	500 ng/ml GC-MS
Cannabis.....	50 ng/ml Delta-THC.....	100 ng/ml GC-MS
Cocaine.....	300 ng/ml Metabolite.....	500 ng/ml GC-MS
Narcotics.....	100 ng/ml Morphine.....	500 ng/ml GC-MS
PCP.....	25 ng/ml PCP.....	100 ng/ml GC-MS

Any sample, which has been adulterated or is shown to be a substance other than urine shall be reported as such and may result in disciplinary action. All samples which test positive on a screening test shall be confirmed using gas chromatography mass spectrophotometry testing procedures. No records of unconfirmed positive tests shall be released or retained by the laboratory.

Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the test results.

All results shall be evaluated by a licensed specialist in occupational medicine knowledgeable about drug testing. Test results shall be treated with the same confidentiality as other employee medical records. The test results and any related treatment shall not be reported outside the Department except as necessary for rehabilitation purposes, to legal counsel in connection with a grievance or judicial proceeding, or as required by applicable law.

**SECTION 6. Chemical Dependency Program**

The first time an employee tests positive for illegal drug use he/she shall be medically evaluated, counseled and treated for rehabilitation, if required. The Union and the Department shall agree on the identity of the physicians, programs and clinics involved in the program. The Chief shall be informed once per week of the employee's status in the rehabilitation program. The City shall pay rehabilitation costs for employees covered by its group health insurance plan in accordance with the terms of that coverage, as it may be amended from time to time.

**SECTION 7. Self Referral to Chemical Dependence Program**

An employee who chooses to voluntarily enter a chemical dependency program shall not be subject to disciplinary action. This section shall not be available to any employee who has been directed to undergo drug testing pursuant to Section 3.

**SECTION 8. Duty Assignment After Treatment**

If an employee successfully completes rehabilitation, he/she shall return to work for assignment. Employee reassignment during treatment shall be based on each individual's circumstances. Follow-up care may be a condition of employment, if prescribed after treatment by the employee's treating agency.

**SECTION 9. Discipline**

Any employee who refuses to submit to a drug test under Section 3 or engages in any conduct which jeopardizes the integrity of a sample or the accuracy of a test result shall be subject to discipline up to and including termination.

**SECTION 10. City or Union Participation**

Upon reasonable notice, no more than two representatives of the Union or the City may inspect and observe any aspect of the drug testing program once per calendar year. The Union may review individual test results if the release of such information is authorized by the employee involved.

**SECTION 11. Union Held Harmless**

The City shall hold the Union harmless from any liability and costs arising out of the provisions and/or application of this Article relating to drug testing, except for any liability or costs resulting from the negligence or intentional misconduct of the Union or any of its agents, employees or representatives.

**SECTION 12. Conflict with Other Laws**

Nothing in this article supersedes or waives any legal right of an employee.

**SECTION 13.** A supervisory report in the form attached as Appendix B shall be used in any case where employee testing is ordered under Section 3 above.

**ARTICLE XX - LONGEVITY**

**SECTION 1.** Beginning with the first complete pay period following completion of the number of years of service set forth below, each employee shall receive the following longevity:

- \$ 3.69 per pay period after completion of 5 years of service.
- \$ 6.00 per pay period after completion of 10 years of service.
- \$ 8.31 per pay period after completion of 15 years of service.
- \$10.62 per pay period after completion of 20 years of service.
- \$12.92 per pay period after completion of 25 years of service.

**SECTION 2.** Service with the City in status other than that of a sworn Police Officer shall not qualify an employee for longevity pay until the employee has completed five



years of sworn service. At that point in time all City service shall be credited for determining longevity pay.

## **ARTICLE XXI - DISCIPLINARY PROCEDURES**

SECTION 1. Major disciplinary actions shall be governed by the applicable statutes and rules of procedure of the Board Police and Fire Commissioners. Major disciplinary actions include removal, demotion in rank, suspension, or suspension and removal, and loss of accrued overtime in any amount. Loss of accrued overtime may not be imposed as a penalty unless the officer agrees in writing to accept such penalty in lieu of suspension for an equal number of days or hours.

SECTION 2. Minor disciplinary actions include oral reprimand and written reprimand. Minor disciplinary actions may be appealed through the grievance procedure.

SECTION 3. Minor infractions of rules, regulations and operating procedures will be dealt with informally by warning, admonition or instruction. Repeated minor infractions and major violations will be reported in writing. All such reports with completed disposition become a permanent part of the personnel file of the officer concerned. Before such report is filed, the officer concerned shall be given an opportunity to review and initial it, and to file any added comments he/she may wish to make.

### **SECTION 4. Procedural Requirements**

A. The employer will provide the WPOA with copies of all personnel orders as soon as the personnel orders are issued or as soon as practical. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

B. Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

1. The employee will be informed prior to the interview if the employer believes the employee is a suspect in the investigation.
2. The employee will be informed of the nature of the investigation, and allegations and afforded the opportunity to consult with a WPOA representative prior to an interview. The employee shall be allowed the right to have a WPOA representative present during the interview. The opportunity to consult with the WPOA representative or to have the WPOA representative present at the interview shall not delay the interview more than two (2) hours except for minor complaints (incidents for which discipline no greater than an oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview, it appears a more serious

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disciplinary problem has developed, the employee will be allowed up to two (2) hours to obtain a representative to assist him/her in the interview.

3. With the exception of telephone interviews, interviews shall take place at the Police Department, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
5. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded rights and privileges to which he/she is entitled under the laws of Wisconsin or the United States.
6. Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.
7. The employee shall be entitled to such reasonable intermissions as he/she shall request for person necessities.
8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts, which pertain to the incident which is the subject of the investigation. Nothing in this Section shall prohibit the employer from questioning the employee about information which is developed during the course of the interview.
9. If the employer tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the employer, the employee shall be given a copy thereof.
10. Interviews and investigations shall be concluded with no unreasonable delay.
11. The employee shall be advised of the results of the investigation and any future action to be taken on the incident.
12. When the investigations results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter, to include any tape recordings. The employee will also be furnished with the names of the witnesses and complainants

who will appear against him/her and/or whose statements will be used against him/her.

## **ARTICLE XXII - SEVERABILITY**

SECTION 1. Each party to this Agreement expressly retains all rights possessed by it or them under Wisconsin or federal laws, regulations or statutes. In the event any clause, provision, or portion of this Agreement is held invalid or inoperative, such provisions, or portions of this Agreement, negotiations shall be instituted to adjust the invalidated clause.

## **ARTICLE XXIII - DUES CHECK-OFF**

Provisions of this Article will become effective on March 1, 1996.

### SECTION 1. Dues or Fair Share Deductions

A. The City, upon receipt of an authorization for membership card, shall deduct Union dues from the paycheck of the employee who authorized the deduction. The amount deducted shall be certified by the Treasurer of the Union in writing to the Employee Relations Manager.

B. An employee who does not authorize union dues deductions shall have an amount deducted from his/her paycheck as a "fair share" deduction. The amount deducted shall be certified by the Treasurer of the Union in writing to the Employee Relations Manager.

### SECTION 2. Administration

A. For the initial deduction, the Treasurer of the Union shall certify in writing the amount to be deducted as Union dues and the amount to be deducted as fair share fees. The City will begin dues check off within two pay periods of the receipt of a letter from the Treasurer of the Union and an authorization for deductions from the employee.

B. If there is a change in either the Union dues or fair share fees, the Union shall certify the amount by letter to the Employee Relations Manager at least 30 calendar days before the date on which the change is to be effective.

C. The City shall remit by check to the Treasurer of the Union, at its offices, all sums deducted as fair share fees within fifteen (15) days from the date on which the fees were deducted.

### SECTION 3. Indemnification

The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits orders or judgments that shall arise out of, or by reason of, action taken by the City in compliance with this Article; provided, however, that the City shall tender its defense of any such claims, demands, suits, orders or judgments to the Union.

## **ARTICLE XXIV – FEDERAL CONCEALED WEAPON LAW**

The City will allow those qualified active employees and retired officers that retire in good standing with the Department the opportunity to comply with H.R. 218 the “Law Enforcement Officers’ Safety Act”. The retired employee may be liable for any associated costs with said compliance.

## **ARTICLE XXV - LIABILITY AND LEGAL DEFENSE**

If a member of the WPOA in any action or special proceeding is proceeded against in an official capacity or as an individual because of acts committed by carrying out duties as a Police Officer, and a jury or court or other hearing body finds that the Police Officer was acting within the scope of employment, the judgment as to damages and costs entered against the Police Officer shall be paid by the City.

Regardless of the result of the litigation or proceedings the City, if it does not provide legal counsel to the Police Officer, shall pay reasonable attorneys fees and costs of defending the officer unless it has been found that the Police Officer did not act within the scope of employment. The WPOA member shall give notice to the Chief of an action or special proceeding commenced against such Police Officer as soon as reasonably possible. If the Police Officer refuses to cooperate in the defense of the litigation, the Police Officer is not eligible for indemnification or for the provision of legal counsel. There shall be no limit to the amount of liability except as otherwise provided by law.

Exceptions: This provision shall not apply to charges of criminal misconduct or other intentional wrongdoing nor shall it apply where charges are brought for disciplinary reasons by the Chief of the Department or other officers of the City. It is the intent of this provision that if a WPOA member is accused of wrongdoing that the provisions Wis. Stats. 895.35 apply to the issue of reimbursement and it is determined that the officer is not guilty of the alleged wrong.

## **ARTICLE XXVI - DURATION**

SECTION 1. This Agreement, except as herein excluded, shall be effective on the 1st day of January, 2008 and shall remain in full force and effect to and including the 31st day of December, 2010 and shall automatically be considered renewed for successive twelve month periods unless at least one hundred eighty days prior to the end of any twelve-month effective period either party shall serve written notice upon the other that it desires to open negotiations. In this event, negotiations shall be instituted on or before September 15. In the event the parties do not reach written Agreement by the expiration date of December 31, 2010 as provided herein, then this agreement shall, in all respects, be deemed void and terminated.

The existing contract shall remain in effect until the new one is ratified and upon ratification the pay increase shall be retroactive to January 1, 2008.

The parties, hereto, by written agreement, may extend said period for the purpose of reaching a new Agreement.

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SECTION 2. In case of any conflict between the terms of this contract and any other City ordinance, the terms of this contract shall prevail regardless of the date of passage of the conflicting ordinance.

SECTION 3. This Agreement may be amended in writing by mutual consent of the parties.

In Witness Wherefore, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WAUWATOSA PEACE OFFICERS'  
ASSOCIATION BARGAINING UNIT

CITY OF WAUWATOSA

\_\_\_\_\_  
Lynn Kavelaris, Chairman

\_\_\_\_\_  
Theresa Estness, Mayor

\_\_\_\_\_  
William Gehrking, Treasurer

\_\_\_\_\_  
Carla Ledesma, City Clerk

**APPENDIX A - BASE SALARY RATE SCHEDULE FOR 2008**

	Step A	Step B	Step 1	Step 2	Step 3	Step 4	Step 5
Detective Technician			\$2,487.66 \$31.10 \$67,166.82	\$2,523.82 \$31.55 \$68,143.14	\$2,562.06 \$32.03 \$69,175.62	\$2,600.81 \$32.51 \$70,221.87	\$2,640.80 \$33.01 \$71,301.60
Detective			\$2,473.97 \$30.92 \$66,797.19	\$2,509.51 \$31.37 \$67,756.77	\$2,548.71 \$31.86 \$68,815.17		
Police Patrol Spec II			\$2,367.83 \$29.60 \$63,931.41	\$2,400.42 \$30.01 \$64,811.34	\$2,433.89 \$30.42 \$65,715.03	\$2,468.46 \$30.86 \$66,648.42	
Police Patrol Spec			\$2,249.21 \$28.12 \$60,728.67	\$2,348.49 \$29.36 \$63,409.23	\$2,380.48 \$29.76 \$64,272.96	\$2,413.45 \$30.17 \$65,163.15	
Police Officer	\$1,678.27 \$20.98 \$45,313.29	\$1,863.17 \$23.29 \$50,305.59	\$2,048.06 \$25.60 \$55,297.62	\$2,196.53 \$27.46 \$59,306.31	\$2,260.14 \$28.25 \$61,023.78	\$2,307.43 \$28.84 \$62,300.61	\$2,358.63 \$29.48 \$63,683.01

\* Total Salary for 2008 is based upon 27 pay periods instead of 26\*

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**APPENDIX A - BASE SALARY RATE SCHEDULE FOR 2009**

	Step A	Step B	Step 1	Step 2	Step 3	Step 4	Step 5
Detective Technician			\$2,556.07 \$31.95 \$66,457.82	\$2,593.23 \$32.42 \$67,423.98	\$2,632.52 \$32.91 \$68,445.52	\$2,672.33 \$33.40 \$69,480.58	\$2,713.42 \$33.92 \$70,548.92
Detective			\$2,542.00 \$31.78 \$66,092.00	\$2,578.52 \$32.23 \$67,041.52	\$2,618.80 \$32.74 \$68,088.80		
Police Patrol Spec II			\$2,432.95 \$30.41 \$63,256.70	\$2,466.43 \$30.83 \$64,127.18	\$2,500.82 \$31.26 \$65,021.32	\$2,536.34 \$31.70 \$65,944.84	
Police Patrol Spec			\$2,311.06 \$28.89 \$60,087.56	\$2,413.07 \$30.16 \$62,739.82	\$2,445.94 \$30.57 \$63,594.44	\$2,479.82 \$31.00 \$64,475.32	
Police Officer	\$1,724.42 \$21.56 \$44,834.92	\$1,914.41 \$23.93 \$49,774.66	\$2,104.38 \$26.30 \$54,713.88	\$2,256.93 \$28.21 \$58,680.18	\$2,322.29 \$29.03 \$60,379.54	\$2,370.88 \$29.64 \$61,642.88	\$2,423.49 \$30.29 \$63,010.74

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**APPENDIX A - BASE SALARY RATE SCHEDULE FOR 2010**

	Step A	Step B	Step 1	Step 2	Step 3	Step 4	Step 5
Detective Technician			\$2,626.36 \$32.83 \$68,285.41	\$2,664.54 \$33.31 \$69,278.14	\$2,704.91 \$33.81 \$70,327.77	\$2,745.82 \$34.32 \$71,391.30	\$2,788.04 \$34.85 \$72,489.02
Detective			\$2,611.91 \$32.65 \$67,909.53	\$2,649.43 \$33.12 \$68,885.16	\$2,690.82 \$33.64 \$69,961.24		
Police Patrol Spec II			\$2,499.86 \$31.25 \$64,996.26	\$2,534.26 \$31.68 \$65,890.68	\$2,569.59 \$32.12 \$66,809.41	\$2,606.09 \$32.58 \$67,758.32	
Police Patrol Spec			\$2,374.61 \$29.68 \$61,739.97	\$2,479.43 \$30.99 \$64,465.16	\$2,513.20 \$31.42 \$65,343.29	\$2,548.02 \$31.85 \$66,248.39	
Police Officer	\$1,771.84 \$22.15 \$46,067.84	\$1,967.06 \$24.59 \$51,143.46	\$2,162.25 \$27.03 \$56,218.51	\$2,319.00 \$28.99 \$60,293.89	\$2,386.15 \$29.83 \$62,039.98	\$2,436.08 \$30.45 \$63,338.06	\$2,490.14 \$31.13 \$64,743.54



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Salaries are indicated in hourly, biweekly, and annual amounts and all police employees will be paid in accordance with the biweekly rates.

Hourly and annual rates indicated are for information only, and shall not serve as the basis for deriving the biweekly rates for payroll purposes.

Annual rates are derived from the biweekly rate multiplied by 26 whole pay periods.

Note: The annual rate for 2008 is based upon 27 pay periods.

Upon employment, an employee shall receive the salary set forth in step A of the classification for which hired. Advancement to subsequent steps shall be in one-year increments on the first day of the pay period in which the employee's anniversary date falls.

HOURLY RATE	4-2, 4-2	BIWEEKLY DIVIDED BY 80
	5-2, 5-2	BIWEEKLY DIVIDED BY 80

**APPENDIX B - SUPERVISORY REPORT**

ALCOHOL OR DRUG TESTING BASED UPON  
REASONABLE SUSPICION

Supervisor(s) initiating: \_\_\_\_\_ Rank: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee to be tested: \_\_\_\_\_ Rank: \_\_\_\_\_

Suspicious prompted by: Personal observation \_\_\_\_ Another person \_\_\_\_

Describe in detail your initial suspicions which prompted investigation, or as reported to you, include dates and times:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Based on the facts above, an investigation was commenced \_\_\_\_/\_\_\_\_/19\_\_ at  
\_\_\_\_\_AM/PM

Has the employee been injured/sick in the recent past? Yes \_\_\_\_ No \_\_\_\_ If yes,  
describe nature and include dates:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What medication, if any, did the employee advise a supervisor he/she was taking prior to  
this:

\_\_\_\_\_  
\_\_\_\_\_

Did the employee have a Return to Work Form when returning? Yes \_\_\_\_ No \_\_\_\_  
Were there any restrictions? Describe:

\_\_\_\_\_  
\_\_\_\_\_

What medication was mentioned/prescribed on the Back to Work Form?

\_\_\_\_\_

Were any cautions/side effects noted? Yes \_\_\_\_ No \_\_\_\_ If so, describe:

\_\_\_\_\_  
\_\_\_\_\_

Has the employee ever acted or been observed in this condition before? If so, describe the circumstances and dates:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPPORTIVE FACTS - TESTING BASED UPON REASONABLE  
INDIVIDUALIZED SUSPICION**

Involved employee's actions, conduct, appearance and performance as observed and checked herein by their Supervisor(s) may warrant a testing with the Supervisor's final opinion and findings documented at the end of this report. The sections herein are seen as symptoms, of which, may indicate alcohol or drug influence. Check the appropriate items listed and include supportive facts in the narrative.

\*\*\*\*\*

**PHYSICAL SYMPTOMS**

Shakiness \_\_\_\_      Confusion \_\_\_\_      Blackouts \_\_\_\_      Drowsiness \_\_\_\_  
Bloodshot eyes \_\_\_\_      Slurred speech \_\_\_\_      Nausea/Vomiting \_\_\_\_  
Poor balance \_\_\_\_      Poor coordination \_\_\_\_      Physical agitation \_\_\_\_  
Hyperactivity \_\_\_\_      Constricted pupils \_\_\_\_      Physical clumsiness \_\_\_\_  
Trouble walking \_\_\_\_      Dryness of mouth \_\_\_\_      Decreased energy level \_\_\_\_  
Excessive sweating \_\_\_\_      Enlarged pupils \_\_\_\_      Fainting \_\_\_\_

\*\*\*\*\*

**BEHAVIORAL SYMPTOMS**

\_\_\_\_ Frequently late for work      \_\_\_\_ Increased or excessive sick leave  
\_\_\_\_ Fails to notify Department when late or absent      \_\_\_\_ Deterioration of physical or grooming habits  
\_\_\_\_ Argumentative      \_\_\_\_ Preoccupation with personal matters  
\_\_\_\_ Avoids supervisors/other employees      \_\_\_\_ Forgetfulness



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required, said specimen was/is to be obtained on \_\_\_/\_\_\_/19\_\_ at \_\_\_:\_\_\_ AM/PM at the following location:

\_\_\_\_\_

Refusal: Yes \_\_\_ No \_\_\_

Employee relieved of their duties: Yes \_\_\_ No \_\_\_

Conveyed to their residence: Yes \_\_\_ No \_\_\_

Released to responsible party: Yes \_\_\_ No \_\_\_ Whom:

\_\_\_\_\_

This was a case of obvious impairment and immediate action was required by supervision based on the following circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In regard to the above action, was the Chief of Police notified? Yes \_\_\_ No \_\_\_  
Notification made by: \_\_\_\_\_ Date : \_\_\_\_\_ Time: \_\_\_\_\_

Comments or statements made by the involved employee in this matter that were not indicated in the previous narrative? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there additional reports in this matter that were investigated by others?

Yes \_\_\_ No \_\_\_ If so, are they attached? Yes \_\_\_ No \_\_\_

Signed \_\_\_\_\_ Rank \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Signed \_\_\_\_\_ Rank \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Reviewed by the Chief of Police

Signed \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX C – SENIORITY LIST**

**WPOA SENIORITY LIST**

January 27, 2005

Employee Name	Starting Date
Gehrking, W.	04/03/78
Kavelaris, L.	04/03/78
Reagles, M.	04/03/78
Jensen, J.	04/03/78
Carsky, F.	06/17/79
Dubinski, J.	06/17/79
Bacon, H.	03/02/81
Kaurich, G.	01/18/82
Burnett, R.	01/31/83
Boritzke, W.	01/31/83
Schoofs, S.	06/04/84
Collins, D.	09/10/84
Hoppe, D.	01/28/85
Martens, R.	01/28/85
Werner, K.	03/02/86
Schumacher, R.	05/25/86
Lane, J.	06/01/86
Torrez, R.	12/07/86
Brenzel, T.	01/26/87
Deisinger, M.	01/21/90
Griffin, J.	06/10/90
Lilly, T.	06/10/90
Simon, R.	11/18/90
Braun, D.	02/03/91
Hudson, L.	07/26/91
Karius, J.	09/13/92
Schultz, M.	09/13/92
Leist, P.	07/06/93
Karnick, T.	01/24/94
Semega, D.	06/12/95
Skornia, B.	09/01/95
Raymond, G.	09/01/95

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Gabrish, G.	09/11/95
Morrison, J.	09/11/95
Short, J.	11/20/95
Roberson, P.	10/07/96
Sadowski, R.	10/07/96
Alioto, S.	10/21/96
Donovan, J.	10/21/96
Kaine, P.	10/21/96
Zielinski, K.	03/31/97
Cepican, R.	06/21/97
Pearson, M.	10/03/97
Romeis, M.	05/16/98
Warren, T.	06/29/98
Olson, J.	01/18/99
Butterfield, J.	03/28/99
McDermott, M.	03/28/99
Kirby, S.	04/19/99
Schumacher, Robin	07/30/99
Sment, S.	05/25/00
Kane, D.	05/25/00
Engelken, T.	10/16/00
Beckman, B.	01/22/01
Milotzky, J.	02/19/01
Farina, J.	06/10/01
Vetter, L.	06/10/01
Kutz, J.	07/23/01
Roy, J.	07/23/01
Kastner, T.	08/13/01
Nelson, M.	11/06/01
Gibbs, J.	11/06/01
Geiszler, C.	11/28/01
Zalewski, B.	02/20/02
Lewandowski, J.	02/20/02
Gabriel, N.	10/07/02
Richardson, R.	04/12/04
Gierach, K.	09/19/04
Bronner, J	06/02/05
Stahl, N	01/09/06
Cefalu, D	01/09/06
Cruz, J	03/06/06
Turnell, A.	06/05/06
Dienhart, D.	01/22/07
Keck, M.	01/22/07
Wex, C.	02/19/07

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