

AGREEMENT
BETWEEN
THE CITY OF WAUWATOSA
AND
WAUWATOSA PEACE OFFICERS' ASSOCIATION
BARGAINING UNIT

2016-2018

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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 the WPOA as the exclusive bargaining agent for the position of Police Officer, K9 Handler, 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. 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. The City and the WPOA recognize that those rules and regulations established and enforced by the Chief which are primarily related to 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 2. The WPOA herein acknowledges that the Police Chief has the power and authority to establish, maintain, amend or eliminate those rules which are not primarily related to wages, hours and working conditions. Actions by the Chief relating to rules and regulations primarily related to 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 3. Disputes with respect to the reasonableness of the application of said work rules may be subject to the grievance and arbitration procedures set forth in Article VI.

SECTION 4. 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 may be assigned to a 5-2 schedule so long as the designated officer agrees, without need for a Union waiver. Employees assigned to the Investigative Division may be assigned to work duty periods of five days with two full rest days (assigned as Monday through Friday) following each duty period. Scheduled work days for employees assigned to a 5-2 schedule shall be 8 hours duration.

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 employees 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 with other employees, provided such trades have been completed by December 31st of the year in which they occur. A 90 day repayment period is allowed between self-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.

2.00% effective January 1, 2016

1.75% effective January 1, 2017

1.75% effective July 1, 2018

In addition to the across the board percentage increases, an additional 1.0% in an across the board increase will be applied to the salary schedule upon the implementation of personnel cost efficiencies in an amount equivalent to 1% or greater saved through mutually agreed upon change(s) to provisions of the bargaining agreement.

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", "Step 5") 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. Each Certified Training Officer shall be eligible for 0.9 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.

C. Personnel assigned to specific duty assignments that are considered temporary assignments as defined in SECTION A, shall be provided with the same opportunity to be assigned to vacancies that exist in a particular position classification in order of bargaining unit seniority in accordance with ARTICLE XVI, SECTION 3.

SECTION 7. Transfer and Promotions

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. Tuition Reimbursement

A. Payments:

1. The City of Wauwatosa shall reimburse the covered employee for tuition in the amount of up to \$130.00 per credit and up to \$3,500 calendar year, provided the following criteria is met:
 - a. Employee has completed his/her probationary period for the Department prior to course beginning;
 - b. Reimbursement shall be made only in the event that no funds are available from other public funding sources;
 - c. The employee has received a letter grade of "B" or better or "Pass" in a pass/fail grading system;
 - d. Classes which may be approved would include those which are determined to be relevant to an officer's present job or career path within the Police Department or which would otherwise be in the interest of and beneficial to the Police Department or the City. The degree sought and curricula requirements shall be provided to the Chief as part of the approval process. As a general rule, classes should be related to Police Science, Police Administration and Criminal Justice Degrees from an accredited college or university;
 - e. Attendance of class and related work shall be completed on the employee's own time and not be eligible for overtime.

B. Requests for Tuition Reimbursements.

1. Requests for Tuition Reimbursement shall be submitted (Department Tuition Reimbursement Form), processed and if approved, paid in the following manner:
 - a. When an officer believes that he or she may be eligible for tuition reimbursement as listed above, they may submit a written request to the Chief of Police or his/her designee. The written request must be completed prior to the class beginning and shall include; a brief description of the course outline, the benefit to the officer and Department.
 - b. The Chief of Police or his/her designee shall approve or deny the request within ten (10) days of receiving the request. If denied, a brief written

- explanation will be provided to the applicant. If approved, the request will be forwarded to the Administrative Captain for payment processing.
- c. When the course/class is completed, the employee shall forward his/her final grade documentation to the Administrative Captain for final payment approval and reimbursement.

SECTION 9. K9 Handler Compensation.

A. Off-duty Care and Grooming: Effective January 1, 2016, the handler will be paid six (6) hours of additional duty time each pay period as compensation for time spent outside the workplace on incidental care and grooming. Effective January 1, 2017, the handler will be paid seven (7) hours of additional duty time each pay period as compensation for time spent outside the workplace on incidental care and grooming. Effective January 1, 2018, the handler will be paid eight (8) hours of additional duty time each pay period as compensation for time spent outside the workplace on incidental care and grooming.

B. Call out Pay: A minimum of two (2) hours shall be guaranteed for any time the K9 unit is called out for duty. Said time starts when the handler begins preparation of canine, uniform and vehicle.

C. Training: The department will allow the K9 handler to attend a minimum of 192 hours of specialized K9 training per year. The United States canine industry standard for K-9 maintenance training is a minimum of sixteen hours per month (four hours per week, on average) per K9 team. This standard was developed and is currently endorsed by the following police canine associations: USPCA (United States Police Canine Association), NAPWDA (North American Police Work Dog Association) and NPCA (National Police Canine Association).

D. The Police Department will provide for the complete cost of the installation of a kennel at the handler's residence, to include all labor and materials.

E. The Police Department will provide the handler with a take home squad car specifically equipped for the duties of the K9 handler.

F. Due to the increased wear and damage sustained to uniforms by the canine, the K9 handler will be allowed to purchase "BDU" style uniforms.

G. For the active duty life of the dog (typically six to seven years), the K9 handler understands they will relinquish their right to request shift transfers or promotions.

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, 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, effective January 1, 2016 employees may extend up to 16.8 hours into minus time. In addition to using any accumulated overtime off, effective January 1, 2017 employees may extend up to 8.4 hours into minus time. Effective January 1, 2018 employees will no longer use minus time. It is the intention of the foregoing provision that the operating efficiency of the department shall not be materially affected.

SECTION 3. 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 shall be paid out for that calendar year no later than the last pay date in that calendar year. If an employee is in minus time, to the extent that shall be allowable under Section 2 above, 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 or an officer may accumulate overtime hours for future use as paid time off or for year-end payout. Officers are responsible for indicating their election through the timekeeping system. If an officer fails to indicate their election through the timekeeping system, such overtime will be paid.

D. By written request, officers can request payment of accrued overtime during the year such overtime is earned. Payment will be made on the next following pay date if the City can reasonably accommodate the request, and no later than the second pay date following receipt of the request.

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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, K9 Handler 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. Qualifications for positions will be determined by the City. All qualified 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 qualified 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 qualified 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 the Chief announces the beginning of a promotional process, he/she will indicate in writing the duration of the eligibility list. The promotional process shall not unduly delay the promotion of a qualified applicant.

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.

Qualifications for the Police Patrol Specialist position will be determined by the City. Promotions 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. 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:

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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. 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.

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

D. 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.

E. 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 or family member extends beyond the regular sick leave allowed, the employee will still be eligible for any/all benefits available under the Family Medical Leave Act (FMLA) and the Wisconsin Family Medical Leave Act (WFMLA).

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. Funeral Expenses.

The City will pay burial and funeral expenses (not to exceed \$15,000) for any WPOA member who dies while performing their statutorily authorized duties, consistent with the terms and conditions of their employment, or as a direct and proximate result of a personal injury sustained in the line of duty.

SECTION 10. 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 11. Professional Time Off.

Effective January 1, 2013, each employee shall receive a total of 42.0 hours of professional time off. An employee may choose to be paid a total of 33.6 hours of professional time. If not used by December 31st up to 25.2 hours of professional time shall be converted to the employees PEHP account.

SECTION 12. 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.

SECTION 13. WPOA members will be annually afforded the opportunity to participate in a voluntary physical fitness ability test.

The specific physical fitness test is outlined in Wauwatosa Police Department Policy 14-03 and will remain unchanged during the length of this agreement.

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 January 1, 2016, the uniform allowance shall be increased to \$700, of which 50% must be used for the purpose of replacing and maintaining said uniforms and equipment. Effective January 1, 2017, the uniform allowance shall be increased to \$750, of which 75% must be used for the purpose of replacing and maintaining said uniforms and equipment. Effective January 1, 2018, the uniform

allowance shall be increased to \$800, of which 100% must be used for the purpose of replacing and maintaining said uniforms and equipment. Payment of this uniform allowance not used for replacing and maintaining said uniforms and equipment 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 use a voucher/receipt system for the amount of uniform allowance required for replacing uniforms and equipment worn in the line of duty.

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.

D. Effective January 1, 2016, the uniform allowance funds can be used to purchase an off-duty handgun in a caliber other than .40 caliber. A list of off-duty handguns will be listed and maintained in the Department's Uniform Policy.

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	1 Weapon Mounted Light

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.

SECTION 5. The following WPOA department members will be reimbursed \$10 per month for cell phone pay: members who serve on the Special Response Team (including negotiators), K-9 handlers, Patrol Specialist II positions in the Community Support Division, and Patrol Specialist I position(s) in the A & I Division. The cell phone reimbursement will be paid on an annual basis, and will be paid out with the fall uniform check.

Management shall provide a list of qualifying individuals and the number of months they should receive the cell phone allowance to the payroll department by the end of October of each year. Those individuals who retire or resign before the fall uniform and cell phone pay out shall receive the allowance on their final paycheck.

Both Department Management and the WPOA agree that the City shall not be responsible for lost, damaged, or stolen personal cell phones.

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.

The Union shall have access to existing data for trend analysis projection and cost analysis.

Cost Sharing. Effective January 1, 2015, each employee shall pay the City 30% of the monthly Health Insurance premium bi-weekly through a payroll pre-tax deduction if such member has not completed the minimum wellness requirements. If, however, the member has completed the minimum wellness requirements, employee's contribution will be 15% of the monthly premium equivalent by means of a bi-weekly pre-tax payroll deduction.

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 Superior Vision or equivalent insurance with a \$10 deductible.

ARTICLE XV - RETIREMENT CONTRIBUTIONS

SECTION 1. Retirement Fund.

Beginning on January 1, 2012, all employees hired before June 30, 2011 will pay 3% of their wages towards the employee required contribution under the Wisconsin Retirement Fund.

Beginning on January 1, 2013, all employees will pay one half the actuarial average contribution for general employees towards the employee required contribution under the Wisconsin Retirement Fund.

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.

Effective January 1, 2012 each employee, hired after January 1, 1992 but before January 1, 2008 shall pay the City 5% of the monthly Health Insurance in retirement.

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.
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. 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, 1966, shall have bargaining unit seniority determined by his/her date on the list contained on the department. The Police Department Administration will maintain on the Department computer server, a WPOA Seniority Roster.

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. This section shall also apply to persons currently assigned to a temporary assignment, as defined in ARTICLE VIII, SECTION 6, subsection A.

SECTION 4. In establishing eligibility lists of qualified applicants 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).

SECTION 6. The Police Department Administration will maintain on the Department computer server, a WPOA Seniority Roster.

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 – SUBSTANCE ABUSE

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.

This Substance Abuse Policy is designed to:

- A. Provide a safe, healthy, productive, and drug-free workplace for all employees.
- B. Protect our department and its citizen contacts from losses arising out of or associated with alcohol and controlled substance.
- C. Provide an effective tool for deterrence of substance abuse.
- D. Provide an effective tool for detection of violators.
- E. Ensure efficient operations.
- F. Maintain a favorable Department image and integrity.

The Department has adopted this Policy for all employees of the Department in response to those concerns. This Policy replaces and supersedes all prior alcohol or substance abuse policies.

Compliance with this Policy is not optional. The failure to comply with any of the provisions of the Policy may subject an employee to discipline up to and including termination pursuant to the provisions of section 62.13(5), Wis. Stats.

SECTION 2. Prohibitions

All employees are subject to the following prohibitions and restrictions:

A. Alcohol

Employees are prohibited from appearing for work or performing duties while intoxicated or impaired by the use of alcohol. Employees are warned that off-duty use of alcohol may result in continued impairment during on-duty hours, which will then constitute a violation of this Policy. The Department has informational materials, which may be useful in determining whether off-duty alcohol use is likely to result in on-duty impairment. It is the employee's responsibility to understand the consequences of off-duty use, and take steps to avoid the possibility of on-duty impairment. NOTE: In the case where an employee is called in for an emergency or unplanned work, and they have been drinking alcoholic beverages immediately prior to such a call or they believe they are impaired at the time of the call, such employee should decline to report for work until

the effects of the alcohol have left their system. Such refusal to report will not be viewed, as improper and disciplinary action will not arise specifically from such refusal.

B. Controlled Substances (Drugs)

Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of any Controlled Substances. "Controlled Substance" means marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), hallucinogens, methaqualone, barbiturates, narcotics, and any other substance included in Schedules I through V, as defined by Section 812 of Title 21 of the United States Code. The term "Controlled Substance" also includes legal substances (such as prescription medication) used in an unauthorized or unlawful manner.

SECTION 3. Informing Employees About Substance Abuse Testing The Department shall:

- A. Inform all employees of the Department's substance abuse 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 substance abuse 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 4. Reasonable Suspicion

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 5. Testing Procedures

A. Alcohol Testing

Alcohol tests shall be either breath or blood testing processes. The default test shall be breath.

1. Any breath test will be administered using a State of Wisconsin certified breath alcohol testing device (currently: Intox EC/IR II) with the test conducted by a State of Wisconsin certified breath alcohol examiner or technician.
2. Following the breath test, either the Employee or the Department may request a blood test, in addition to the breath test. In either case, the Department shall be responsible for costs associated with the blood test, and the analysis shall be via methods outlined in this policy.
3. An employee who would also like to have a blood draw/test conducted by a facility of their own choosing, may do so at their own expense following completion of the process contained herein.

B. Controlled Substance Testing

1. Testing for controlled substances (drugs) will be conducted through urine samples. The urine sample will be collected at a designated collection site, by technicians who are trained in the collection and appropriate safeguards of urine samples. The Employee will be provided information on the specific collection procedures asked at the collection site.
2. Steps will be taken during the collection process to ensure that no adulteration or other interference with the test result will occur.
3. The urine samples will be sent to a SAMHSA (Substance Abuse & Mental Health Services Administration) certified laboratory for analysis.
4. The results of a laboratory test will be forwarded to a "Medical Review Officer," who will determine whether the test results reflect a violation of this policy. The Medical Review Officer is a licensed physician.
5. Prior to contacting the Department concerning the test result, the Medical Review Officer may contact the Employee to determine whether there is an alternate explanation for any positive test result. Once the Medical Review Officer is satisfied with the test result, including any explanation provided by the Employee, the Medical Review Officer will notify the Department of the test result.
6. Urine collection shall be conducted in a manner 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. 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.

C. Controlled Substances and Standards.

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

DRUG TESTING STANDARDS

Drug Class	Drug	Initial Test Level	Confirmatory Test Level
Amphetamines	Amphetamines	500 ng/mL	250 ng/mL
	Methamphetamine		250 ng/mL
Barbiturates	Amobarbital	200 ng/mL	200 ng/mL
	Butalbital		200 ng/mL
	Pentobarbital		200 ng/mL
	Phenobarbital		200 ng/mL
	Secobarbital		200 ng/mL
Benzodiazepines	Alprazolam Metabolite	200 ng/mL	100 ng/mL
	Oxazepam		100 ng/mL
	Flurazepam Metabolite		100 ng/mL
	Lorazepam		100 ng/mL
	Nordiazepam		100 ng/mL
	Temazepam		100 ng/mL
	Triazolam Metabolite		100 ng/mL
Cocaine Metabolites		150 ng/mL	100 ng/mL
Marijuana Metabolites		50 ng/mL	15 ng/mL
Methadone		300 ng/mL	300 ng/mL
Methaqualone		300 ng/mL	300 ng/mL
Opiates	Morphine	2000 ng/mL	2000 ng/mL
	Codeine		2000 ng/mL
	6-Acetylmorphine	10 ng/mL	10 ng/mL
Phencyclidine		25 ng/mL	25 ng/mL
Propoxyphene		300 ng/mL	300 ng/mL

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 proceedings, or as required by applicable law.

D. Cost of Testing

The Department shall bear the cost of all testing.

E. Transportation to and from Test Sites

Where reasonable suspicion of Employee's violation of this policy exists, the Department will arrange for transportation to and from the collection sites.

F. Interference/Refusal with Tests

Certified operators and technicians participating in the collection of breath, blood, or urine sample procedures will scrutinize the procedures to ensure that no interference with the test results has occurred. Any interference with the test results, or any refusal to submit to the test, will result in the test being considered a "positive" result.

G. Testing Facilities and Laboratories

The Department has contracted with highly qualified organizations for the purpose of administering the testing procedures in this policy. All blood and urine samples will be analyzed at state or nationally certified laboratories to avoid any potential for erroneous test results. All of these arrangements have been made at the Department's cost.

SECTION 6. 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 4.

SECTION 7. Duty Assignment After Treatment

If an employee successfully completes rehabilitation under section 7 above, 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 8. 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 9. 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 10. 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 11. Conflict with Other Laws

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

SECTION 12. Reasonable Suspicion Documentation. 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.

SECTION 13. Consequences

Severe consequences may result from any positive drug or alcohol test, or violation of other portions of this policy. The Department retains sole discretion as to the type of discipline that will be imposed as a result from violations, subject to review under section 62.13(5), Wis. Stats. The following are the general guidelines:

- A. Any employee who tests positive for any drug and/or alcohol test will be subject to immediate discipline, up to and including discharge.
- B. Violations of all other portions of this Policy, including but not limited to, the possession, sale, or manufacture of drugs or alcohol in the workplace will result in immediate discipline, up to and including discharge.

SECTION 14. Confidentiality

Information concerning test will be kept confidential and will not be released except to the Department, or employee. The Department, collection agents and laboratories utilized by the Department, and any other persons who receive or have access to information about drug test results, have adopted measures to keep such information confidential. Release of such information under any other circumstance will only occur pursuant to a written consent form signed voluntarily by the person tested, except where such release is compelled in connection with the following:

- A. An action brought under state or federal law where release of such information is required by state or federal law; or
- B. Any grievance procedure, administrative hearing or civil action relating to the imposition of the drug and alcohol test or use of the test results.
- C. Any action to enforce or defend the actions taken by the Department.

ARTICLE XIX - 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 XX - 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 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 XXI - 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 XXII - 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. The City shall remit via direct deposit to the WPOA's financial institution 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 XXIII – 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 XXIV - 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 XXV - DURATION

SECTION 1. This Agreement, except as herein excluded, shall be effective on the 1st day of January, 2016 and shall remain in full force and effect to and including the 31st day of December, 2018 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, 2018 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, 2016.

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

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.

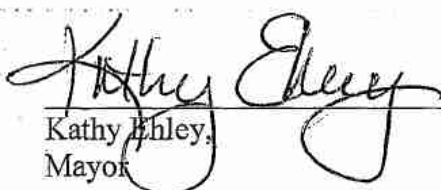
SECTION 3. This Agreement may be amended in writing by mutual consent of the parties.


In Witness Wherefore, the parties hereto have executed this Agreement on this 22 day of November, 2016.

**WAUWATOSA PEACE OFFICERS'
ASSOCIATION BARGAINING UNIT**


John Milotzky,
WPOA President Chairman

CITY OF WAUWATOSA


Kathy Ehley,
Mayor


Carla Ledesma,
City Clerk

2016 Police Pay Matrix

		Step A	Step B	Step 1 AA	Step 2 BB	Step 3 CC	Step 4 DD	Step 5 EE
05	<u>Detective Technician</u>							
	Bi-Weekly			\$3,052.66	\$3,095.90	\$3,141.60	\$3,188.11	\$3,236.26
	Hourly			\$38.16	\$38.70	\$39.27	\$39.85	\$40.45
	Yearly			\$79,369.06	\$80,493.50	\$81,681.60	\$82,890.91	\$84,142.66
04	<u>Detective</u>							
	Bi-Weekly			\$3,036.34	\$3,078.77	\$3,126.10		
	Hourly			\$37.95	\$38.48	\$39.08		
	Yearly			\$78,944.74	\$80,047.97	\$81,278.50		
03	<u>Police Patrol Spec II</u>							
	Bi-Weekly			\$2,856.52	\$2,895.83	\$2,936.18	\$2,977.90	
	Hourly			\$35.71	\$36.20	\$36.70	\$37.22	
	Yearly			\$74,269.53	\$75,291.61	\$76,340.74	\$77,425.41	
02	<u>Police Patrol Spec</u>							
	Bi-Weekly			\$2,713.39	\$2,833.15	\$2,871.77	\$2,911.54	
	Hourly			\$33.92	\$35.41	\$35.90	\$36.39	
	Yearly			\$70,548.24	\$73,661.95	\$74,666.00	\$75,700.01	
		AA	AB	BB	CC	DD	EE	FF
01	<u>Police Officer</u>							
	Bi-Weekly	\$2,024.62	\$2,247.69	\$2,470.74	\$2,649.85	\$2,726.58	\$2,783.62	\$2,845.40
	Hourly	\$25.31	\$28.10	\$30.88	\$33.12	\$34.08	\$34.80	\$35.57
	Yearly	\$52,640.08	\$58,440.00	\$64,239.13	\$68,896.04	\$70,891.14	\$72,374.14	\$73,980.46

Effective 1.1.16

2017 Police Pay Matrix

		Step A	Step B	Step 1 AA	Step 2 BB	Step 3 CC	Step 4 DD	Step 5 EE
05	<u>Detective Technician</u>							
	Bi-Weekly			\$3,106.08	\$3,150.08	\$3,196.58	\$3,243.90	\$3,292.89
	Hourly			\$38.83	\$39.38	\$39.96	\$40.55	\$41.16
	Yearly			\$80,758.01	\$81,902.14	\$83,111.03	\$84,341.50	\$85,615.15
04	<u>Detective</u>							
	Bi-Weekly			\$3,089.47	\$3,132.65	\$3,180.80		
	Hourly			\$38.62	\$39.16	\$39.76		
	Yearly			\$80,326.27	\$81,448.81	\$82,700.87		
03	<u>Police Patrol Spec II</u>							
	Bi-Weekly			\$2,906.51	\$2,946.51	\$2,987.57	\$3,030.01	
	Hourly			\$36.33	\$36.83	\$37.34	\$37.88	
	Yearly			\$75,569.24	\$76,609.21	\$77,676.70	\$78,780.35	
02	<u>Police Patrol Spec</u>							
	Bi-Weekly			\$2,760.88	\$2,882.73	\$2,922.03	\$2,962.49	
	Hourly			\$34.51	\$36.03	\$36.53	\$37.03	
	Yearly			\$71,782.83	\$74,951.04	\$75,972.65	\$77,024.76	
		AA	AB	BB	CC	DD	EE	FF
01	<u>Police Officer</u>							
	Bi-Weekly	\$2,060.05	\$2,287.03	\$2,513.97	\$2,696.22	\$2,774.30	\$2,832.33	\$2,895.20
	Hourly	\$25.75	\$28.59	\$31.42	\$33.70	\$34.68	\$35.40	\$36.19
	Yearly	\$53,561.28	\$59,462.70	\$65,363.32	\$70,101.72	\$72,131.74	\$73,640.69	\$75,275.12

Effective 1.1.17

2018 Police Pay Matrix

		Step A	Step B	Step 1 AA	Step 2 BB	Step 3 CC	Step 4 DD	Step 5 EE
05	<u>Detective Technician</u>							
	Bi-Weekly			\$3,160.43	\$3,205.21	\$3,252.52	\$3,300.67	\$3,350.52
	Hourly			\$39.51	\$40.07	\$40.66	\$41.26	\$41.88
	Yearly			\$82,171.28	\$83,335.43	\$84,565.47	\$85,817.48	\$87,113.42
04	<u>Detective</u>							
	Bi-Weekly			\$3,143.54	\$3,187.47	\$3,236.47		
	Hourly			\$39.29	\$39.84	\$40.46		
	Yearly			\$81,731.98	\$82,874.16	\$84,148.13		
03	<u>Police Patrol Spec II</u>							
	Bi-Weekly			\$2,957.37	\$2,998.07	\$3,039.85	\$3,083.04	
	Hourly			\$36.97	\$37.48	\$38.00	\$38.54	
	Yearly			\$76,891.70	\$77,949.87	\$79,036.04	\$80,159.01	
02	<u>Police Patrol Spec</u>							
	Bi-Weekly			\$2,809.19	\$2,933.18	\$2,973.16	\$3,014.33	
	Hourly			\$35.11	\$36.66	\$37.16	\$37.68	
	Yearly			\$73,039.03	\$76,262.68	\$77,302.18	\$78,372.70	
01	<u>Police Officer</u>	AA	AB	BB	CC	DD	EE	FF
	Bi-Weekly	\$2,096.10	\$2,327.05	\$2,557.97	\$2,743.40	\$2,822.85	\$2,881.90	\$2,945.86
	Hourly	\$26.20	\$29.09	\$31.97	\$34.29	\$35.29	\$36.02	\$36.82
	Yearly	\$54,498.60	\$60,503.30	\$66,507.17	\$71,328.50	\$73,394.04	\$74,929.40	\$76,592.43

Effective 1.1.18

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.

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 ____/____/20__ 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
____ Poor concentration	____ Inability to do assignments when known to be familiar with them in the past

- | | |
|---|---|
| <input type="checkbox"/> Difficulty in understanding | <input type="checkbox"/> Poor judgment |
| <input type="checkbox"/> Interpersonal conflicts with other employees | <input type="checkbox"/> Takes needless risks |
| <input type="checkbox"/> Decline in personal safety habits | <input type="checkbox"/> Abusive language or actions toward supervisors, fellow workers, citizens |
| <input type="checkbox"/> Does not complete assignments | <input type="checkbox"/> Strange or bizarre behavior |
| <input type="checkbox"/> Deterioration in work performance | <input type="checkbox"/> Inconsistent quality of work |
| <input type="checkbox"/> Inability to respond appropriately | <input type="checkbox"/> Decreased interest in assignments |

EMOTIONAL SYMPTOMS

- ☐ Increased sensitivity to real or imagined criticism
- ☐ Over reactive to situations previously handled in an effective manner
- ☐ Rapid or unpredictable fluctuations in moods
- ☐ Increased excitement
- ☐ Increased irritability
- ☐ Appears in depressed state
- ☐ Paranoia
- ☐ Frequent angry response to supervisors/employees/citizens

ADDITIONAL SUPPORTIVE FACTS AS DETERMINED BY SUPERVISORY INVESTIGATION

Based upon the preceding facts and those presented in the following narrative of our investigation into this matter, it is our opinion that the involved employee (should) or (should not) be tested. This is based upon the facts contained in this report. The facts are as follows (include dates, times, and names of persons who can support the facts):

INVESTIGATIVE CONCLUSION

It is the conclusion of the investigating supervisor(s) in this matter, that said employee (shall) or (shall not) be required to submit to a test of their urine or their breath. If required, said specimen was/is to be obtained on ___/___/20___ 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

1. DEISINGER, M.	01-21-90		DETECTIVE
2. GRIFFIN, J.	06-10-90		DETECTIVE
3. LILLY, T.	06-10-90	(05-18-88)	DETECTIVE
4. HUDSON, L.	07-28-91		DETECTIVE TECH
5. KARIUS, J.	09-13-92		POLICE OFFICER
6. RAYMOND, G.	09-01-95		POLICE OFFICER
7. SHORT, J.	11-20-95		DETECTIVE
8. ROBERSON, P.	10-07-96		DETECTIVE
9. DONOVAN, J.	10-21-96		DETECTIVE
10. KAINE, P.	10-21-96		POLICE OFFICER
11. ZIELINSKI, K.	03-31-97		DETECTIVE
12. CEPICAN, R.	06-21-97		PTL./SPECIALIST
13. PEARSON, M.	10-03-97		POLICE OFFICER
14. ROMEIS, M.	05-16-98		DETECTIVE
15. WARREN, T.	06-29-98		POLICE OFFICER
16. FARINA, JENNIFER	01-18-99		POLICE OFFICER
17. MC DERMOTT, M.	03-28-99		PTL./SPECIALIST II
18. KIRBY, S.	04-19-99		DETECTIVE
19. SMENT, S.	05-25-00		DETECTIVE
20. KANE, D.	05-25-00		POLICE OFFICER
21. ENGELKEN, T.	10-16-00		POLICE OFFICER
22. MILOTZKY, J.	02-19-01		DETECTIVE
23. ROY, J.	07-23-01		DETECTIVE
24. KUTZ, J.	07-23-01		POLICE OFFICER
25. KASTNER, T.	08-13-01		POLICE OFFICER
26. NELSON, M.	11-06-01		POLICE OFFICER
27. GIBBS, J.	11-06-01		POLICE OFFICER
28. LEWANDOWSKI, J.	02-20-02		DETECTIVE
29. GABRIEL, N.	10-07-02		POLICE OFFICER
30. RICHARDSON, R.	04-12-04		POLICE OFFICER
31. BRONNER, J.	06-02-05		PTL./SPECIALIST
32. STAHL, N.	01-09-06		POLICE OFFICER
33. CEFALU, D.	01-09-06		POLICE OFFICER
34. CRUZ, J.	03-06-06		POLICE OFFICER
35. PAVLIK, A.	06-05-06		POLICE OFFICER
36. KECK, M.	01-22-07		DETECTIVE
37. DIENHART, D.	01-22-07		POLICE OFFICER
38. WEX, C.	02-19-07		PTL.SPECIALIST
39. MORRILL, J.	01-25-08		POLICE OFFICER
40. ISAACSON, B.	01-25-08		DETECTIVE
41. GRIFFIN, F.	01-28-08		POLICE OFFICER

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42.	BURBACH, T.	01-18-09	POLICE OFFICER
43.	AKINS, D.	03-15-09	POLICE OFFICER
44.	NEWMAN, J.	06-15-09	POLICE OFFICER
45.	MITCHELL, D.	07-16-10	POLICE OFFICER
46.	ORLOWSKI, T.	08-29-10	PTL./SPECIALIST
47.	WRUCKE, S.	01-03-11	POLICE OFFICER
48.	SCHMIDT, S.	02-07-11	POLICE OFFICER
49.	SVATEK, K.	07-31-11	POLICE OFFICER
50.	MISZEWSKI, S.	07-31-11	POLICE OFFICER
51.	WILL, K.	01-03-12	POLICE OFFICER
52.	WOOD, J.	01-03-12	POLICE OFFICER
53.	BACON, H. IV	01-17-12	POLICE OFFICER
54.	SALYERS, R.	06-03-12	PTL./SPECIALIST
55.	REBHOLZ, B.	09-13-12	POLICE OFFICER
56.	FLORYANCE, A.	12-16-12	POLICE OFFICER
57.	YOTHSACKDA, T.	12-16-12	POLICE OFFICER
58.	MILLS, S.	05-31-13	POLICE OFFICER
59.	OLSON, E.	05-31-13	POLICE OFFICER
60.	TYRPAK, E.	05-31-13	POLICE OFFICER
61.	MACHALK, T.	07-19-13	POLICE OFFICER
62.	BANECK, K.	01-02-14	POLICE OFFICER
63.	WADE, B.	01-02-14	POLICE OFFICER
64.	WONG, J.	01-21-14	POLICE OFFICER
65.	ZIENTEK, J.	03-13-14	POLICE OFFICER
66.	TAPP, ADAM	05-30-14	POLICE OFFICER
67.	L'ALLIER, T	01-03-15	POLICE OFFICER
68.	MENSAH, J.	01-03-15	POLICE OFFICER
69.	ITNYRE, B.	01-31-15	POLICE OFFICER
70.	FLAHERTY, K.	05-30-15	POLICE OFFICER
71.	KLINK, M.	05-30-15	POLICE OFFICER

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