

AGREEMENT

BETWEEN

CITY OF GREEN BAY

AND

GREEN BAY PROFESSIONAL POLICE ASSOCIATION  
(BARGAINING UNIT)

2012-2015

**FINAL DRAFT AGREEMENT  
PREPARED JULY 22, 2014**

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**CITY OF GREEN BAY - POLICE DEPARTMENT  
LABOR AGREEMENT**

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

**ARTICLE 1  
RECOGNITION/MANAGEMENT RIGHTS**

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

**ARTICLE 2  
PURPOSE OF AGREEMENT**

- 2.1 GENERAL. It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City and the Green Bay Police Department Bargaining Unit and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this agreement, the City agrees that there shall

be no discrimination by the City against any employee covered by this agreement because of membership or activities in the Bargaining Unit, nor shall the City interfere with the right of such employees to become members of the Bargaining Unit. The City retains all rights, powers, or authority that it had prior to this Agreement.

- 2.2 DISCRIMINATION. Neither the Employer nor the Union shall discriminate in any manner whatsoever against any employee as defined in Section 111.32 et seq. of the Wisconsin Statutes.

### **ARTICLE 3 GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS**

- 3.1 GRIEVANCE DEFINITION. A grievance is defined as any complaint involving wages, hours and conditions of employment of members of the bargaining unit, other than proceedings conducted pursuant to Section 62.13, Wis. Stats. A grievant may be an employee or the Union. Upon the mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding.
- 3.2 SUBJECT MATTER LIMIT. Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the relief sought, the date the incident or violation occurred and the signature of the grievant and the date.
- 3.3 CHIEF INVESTIGATION. The Chief of Police may confer with the Union and such employees or other persons deemed appropriate before making a determination.
- 3.4 COMPUTATION OF TIME. The days indicated at each step should be considered a maximum. Working days as used in this article shall mean Monday through Friday, excluding holidays. The failure of the party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. The time limits may be extended by mutual consent.
- 3.5 WAIVER OF STEPS. Steps in the procedure may be waived by mutual agreement of the parties.
- 3.6 STEPS AND PROCEDURE.
- 3.6.1 STEP ONE. The grievant or a Union representative on the grievant's behalf shall have the right to present the grievance in writing to the Chief of Police within 25-working days after the employee or the Union knew or should have known of the event giving rise to such grievance. The Chief of Police shall furnish the grievant and the Union representative an answer within 15-working days after

receiving the grievance.

- 3.6.2 STEP TWO. If the grievance is not satisfactorily resolved at the first step, the grievant or the Union representative shall prepare a written grievance and present it to the Human Resources Director within 15-working days of the Chief of Police's response. The Human Resources Director shall review the grievance and shall respond in writing within 15-working days after receipt of the written grievance.
- 3.6.3 STEP THREE. If the grievance is not resolved at the second step, the grievant or the Union representative shall present the written grievance to the Personnel Committee within 15-working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 10-working days after their decision, which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The grievant and the Union shall be given a 10-working day notice of said hearing.
- 3.6.4 STEP FOUR. If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 10-working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

### 3.7 GRIEVANCE ARBITRATION PROCEDURE.

- 3.7.1 ACCESS TO RECORDS. The employee or the bargaining unit shall have access to the City's investigative file and all other pertinent documents or information once a disciplinary action has been meted out, but no sooner than 8-days after such discipline has been meted out. Access to the employee's personnel file shall be subject to the restrictions of Section 103.13 (3) Wis. Stats. Nothing in this paragraph shall prohibit or restrict the City from taking a statement of the employee as part of an investigation to determine whether the employee should be disciplined.
- 3.7.2 DISCLOSURE OF WITNESSES. Any time after step 2 of the grievance procedure, either party may demand a list of witnesses that the other party intends to call by furnishing the other party with a list of witnesses of the demanding party. The other party, upon whom the request is made, shall respond to that request within 8-working days of the date of the request. The parties shall be under a continuing obligation to update and supplement the list of witnesses so provided. Any witness not identified in response to a demand before the date of the informal pre-hearing conference shall not be allowed as a witness in the case

in chief in these proceedings.

### 3.7.3 DEPOSITIONS.

- (a) Once a witness has been identified pursuant to the procedures set forth above, that witness may be deposed.
- (b) Either party may identify witnesses they intend to call in these proceedings without receiving a demand from the other party. Upon identification of such witness, the party so identifying the witness shall, upon notice to the other party, be permitted to depose that witness for purposes of perpetuating testimony for the grievance hearing.
- (c) Any depositions taken, whether during the investigation of the actions leading up to the discipline or at any point thereafter, may be used by either party at any step in the grievance procedure as may be otherwise provided by law.

3.8 COSTS. The party initiating the grievance shall pay for the administrative costs for initiating arbitration. Any other expenses or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

3.9 DECISION OF ARBITRATOR. The decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

3.10 REPRESENTATIVES. The Bargaining Unit may appoint representatives of the bargaining unit and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

## **ARTICLE 4 HOURS**

4.1 NON-SHIFT EMPLOYEES. The work schedule for non-shift employees shall be equalized with that of the shift employees subject to approval of the supervisor. Approval shall not be unreasonably withheld. The workday for non-shift employees shall be a maximum of eight and one-half hours.

4.2 SHIFT EMPLOYEES.

4.2.1 The work week for shift employees shall consist of 5-duty days with 3-days off in

a repeating cycle. The work week for non-shift employees shall be 5-duty days during the normal work week with weekends off, as modified by the schedule set forth in the departmental reorganization of October, 1986 and shall be administered as to each employee as it now is.

- 4.2.2 The normal tour of duty shall be 8½-hours including roll call time. However, officers may return to the station after 8¼-hours in order to submit all usual and required written reports and information and to ascertain that they have been properly and correctly submitted before leaving the premises. In no event shall the completion of a required report become a matter involving overtime except with approval or at direction of the officer's supervisor.
- 4.3 TAKING OF OFF TIME. Officers may select, or pick, off time (vacation, personal days, compensatory time, accumulated overtime, and the like) outside of the normal vacation selection or pick procedure not more than 45-days before the day(s) in question in the following manner:
  - 4.3.1 No such selection or pick shall be made more than 45-days before the day in question.
  - 4.3.2 Within 45-days, but more than 30-days of the date in question, selection or picks may be made to the extent of the number of positions allowed off under the Labor Agreement regardless of staffing requirements and within applicable rules regarding seniority, off day groups, number of days per selection, and other pertinent rules.
  - 4.3.3 Within 30-days but not less than 24-hours prior to the start of the time off requested, such selection shall be on a first come, first served basis regardless of seniority up to the number of officers allowed off under the Labor Agreement regardless of staffing requirements. The shift commander or other designated supervisor may, in their sole discretion, allow more officers off than the number of officers allowed off under the Labor Agreement regardless of staffing requirements in accordance with the above procedures for identifying the officers. In no event may an officer select time off without 24-hours notice prior to the start of the time off requested, to the shift commander or other designated supervisor, but a shift commander or other designated supervisor may, in their sole discretion, waive the 24-hour notice for reasons found sufficient. For purposes of this provision, officer means an 8½-hour shift.
- 4.4 FLEX TIME. Officers shall not be allowed to flex their hours in a workday except as explicitly provided for in the Agreement or specifically agreed to in writing between the City and the Association from time to time. Officers who work an administrative schedule (5-2, 4-3) may work on their flex day with supervisory approval during their last five years of work before their declared retirement date.

- 4.5 Midday Shift. The parties agree to the following terms regarding the creation of a midday shift and disbanding of the late day shift (7:30 am to 4:00 pm). The purpose of this reorganization is to distribute available personnel more efficiently during hours containing the highest volume of calls for service in the community. The following is effective on or about January 5, 2014.
- 4.5.1 The midday shift will comprise the hours of 10:30 am to 7:00 pm with officers assigned to a 5-3 group work schedule.
  - 4.5.2 Officers will bid the midday shift by department seniority by signing a general department posting.
  - 4.5.3 Management retains the right to determine the number of officers to be assigned to the shift. The time frame to fill this shift will be determined based on where the officers bidding the shift from.
  - 4.5.4 On or about January 5, 2014, those officers remaining on the current late day shift, (7:30 am to 4:00 pm), will be given the option to move to the patrol shift of their choice, where their seniority takes them. Any remaining officers on the late day shift that chose to not move will automatically be placed onto the early day shift. An attempt will be made to maintain their current group and district assignment. Upon completion of this bid, the current late day shift of 7:30 am to 4:00 pm will be dissolved.

## **ARTICLE 5 SHIFT ASSIGNMENTS**

- 5.1 **ASSIGNMENTS IN GENERAL.** Assignments to shift positions shall be by seniority among those persons possessing the qualifications for the position to be filled. Assignments shall be made and persons with appropriate qualifications and seniority may bid for shift positions only when a vacancy exists in such position.
- 5.2 **SHIFT TRADING.** Officers shall be allowed, upon request, to have another officer substitute for the requesting officer on any given tour of duty under the following conditions:
  - 5.2.1 The substitute officer shall be of the same rank and have the same general job description as the requesting officer (i.e., patrol officer and patrol officer; detective and detective, etc.).
  - 5.2.2 The request shall be in writing and approved by the shift commander or supervisor of both the requester and substitute, which said approval shall not be unreasonably withheld.

- 5.2.3 The consideration to the substituting officer, such as the requesting officer substituting for the substituting officer in the future, shall be strictly between said officers, without the City having any obligation whatsoever to be involved in enforcing any such agreement.
- 5.2.4 No trade may be made if the trade, when made, would result in an officer working more than 14¼-hours, in a combination of shift trade, training, duty hours and/or overtime, in any 24-hour period.
- 5.2.5 An officer who makes a partial trade with an officer on a contiguous shift with a 30-minute overlap shall remain on duty an additional 15-minutes at the end of that shift without any additional compensation.
- 5.3 TRAINING OF NEW PERSONNEL. The training of new officers shall be conducted pursuant to the departmental field training program under the provisions of this Agreement, excepting that while in training, the department shall have the right to assign shifts, groups, jobs, and duties as is necessary or proper under the training program, and all selection rights in regard to the same contained in this Agreement shall not apply to such officers; provided that in all instances the provisions regarding the length of the work day, the work week, provisions regarding pay, including overtime (except such officers may not bid, or be inversed, for normal overtime) shall apply.
- 5.4 TEMPORARY ASSIGNMENTS. The Chief of Police may, upon written notice to the Bargaining Unit, temporarily assign officers to special duties or projects for a period of up to 30-days; provided however that no officer may be temporarily assigned to any duties or projects which have historically been or normally are performed by or assigned to Bargaining Unit members as part of their job duties. If the assignment is voluntary, no premium pay shall be earned by the officer. An officer's performance of any temporary assignment shall not impact on promotion (excepting that such might increase the officer's personal knowledge or experience), and shall not become part of the officer's personnel file or work record for promotional purposes.
- 5.5 DAYLIGHT SAVINGS. When clocks are adjusted for "Daylight Savings Time" employees shall be compensated according to the clock rather than actual hours worked. Overtime shall commence after eight "clock" hours.
- 5.6 SPECIAL PROJECTS. The Chief of Police may post special projects not to exceed 60-days.

The special projects shall be awarded to the most senior eligible posting officer in accordance with this paragraph. In order to allow all officers an opportunity to participate in special projects, officers who have accepted a project shall be placed on another list by seniority which shall be used for special projects after all on the preceding list have been offered future special projects.

The length of the special project may be extended upon mutual agreement with the Association for a period of up to 30-additional days. Approval for such extension shall not be unreasonably withheld.

The following positions shall not be eligible for special assignment:

Forensics	Resource Officer
Canine	Drug Unit
Crime Prevention	Range Master
Detective	Community Policing Officer
Traffic Enforcement Officer	Neighborhood Response Team

Identical special projects shall not be posted more than two consecutive times except for good cause shown or by mutual agreement.

## 5.7 SAFETY STAFFING.

5.7.1 Policy. Both the City and the Bargaining Unit keep officer safety as a foremost priority in all aspects of working conditions. It is recognized that the primary safeguard for officers is the police force itself, with each officer receiving protection through teamwork with, backup for or by, and general interdependency with other officers.

5.7.2 Staffing Requirements. In order to serve the above general policy, the following minimum officer safety staffing shall be maintained at all times, subject only to the provisions of subparagraph (3) and Section 5.9 below:

- a. Safety staffing between the hours of 6:15 a.m. and 10:30 a.m. will be 11-officers, two of which may be supervisors. Safety staffing between the hours of 10:30 a.m. and 7:00 p.m. will be 13-officers, two of which may be supervisors. A minimum of 12-patrol officers shall be on active patrol duty in the City from 6:30 a.m. until 7:00 p.m. with the exception of the period between the start of the early day shift and the start of the late day shift. From 7:00 p.m. until 3:30 a.m. this minimum shall increase to 16-patrol officers, however may be reduced to 14-patrol officers because of absences due to officers going home during shift due to illness. From 3:30 a.m. until 6:30 a.m. minimum staffing may be reduced to ten patrol officers on duty.
- b. The following provisions shall apply to the counting of patrol officers for minimum staffing requirements:
  - I. The City may count up to 2-road supervisors toward the staffing requirement. If 2-road supervisors are not available, the Chief of

Police or designee shall replace any such unavailable supervisor with a patrol officer, unless otherwise agreed by means of an MOU;

- ii. Officers in plain clothes shall count toward the required number for staffing if officer is on patrol;
  - iii. Two officers assigned to a patrol squad car shall count as two officers for required number for staffing;
  - iv. Probationary officers in training shall not count toward the required number for staffing;
  - v. School Resources Officers (SROs) shall not count toward the required number for staffing;
  - vi. Community Police Officers (CPOs) shall not count toward the required number for staffing;
  - vii. Neighborhood Resource Teams (NRTs) shall not count toward the required number for staffing.
- c. Unexpected deviations below safety staffing on any given shift within 3-hours of the end of that shift shall be filled by a call-in of the oncoming shift. This may occur when an officer goes home sick. Should the time slot extend outside of 3-hours a full call-in must be done even though you are currently running below staffing.
- d. "Active patrol duty" shall mean a uniformed or plain clothed trained officer being assigned to perform a shift tour of duty the usual and customary duties of active police patrol within a district or other area of the city designated by the Chief of Police or designee.
- e. Shift Commander Discretion. Due to the exigency and emergency nature of police work, deviation from staffing and assignment requirements within the work day are inevitable, and shift commanders shall have the discretion to direct the work force to meet unexpected situations, events or occurrences arising from time to time; provided that deviations shall not be allowed for expected situations or events, or those which reoccur on a regular basis so that they may be planned for.
- f. In the event of a violation of the provisions of this Section, whether by the City failing to call in an officer or calling in the wrong officer, the officer who should have been called in shall be compensated for the

wages the officer would have earned had the officer been called in.

- 5.8 **GROUP SELECTION.** Assignments to groups shall be selected by departmental seniority as follows.
- 5.8.1 Current group assignments shall be continued, and no bumping shall be allowed.
- 5.8.2 When a vacancy in any group occurs on a shift, such shall be posted for selection by all officers qualifying to fill such a position, including the officers already assigned to the shift.
- 5.8.3 Officers being newly assigned to a shift shall be assigned to a group having a vacancy after the posting under 5.8.2.
- 5.8.4 When an officer leaves a shift because of a move that entitles the officer to return to the shift at a later date, that officer shall be treated as a newly assigned officer to the shift under 5.8.3, unless agreed otherwise by the City and the Bargaining Unit before the officer leaves the shift.
- 5.9 **ASSIGNMENT OF POSITIONS.** Assignments to job or duty positions shall be made only when a vacancy exists, and there shall be no bumping. Job or duty position vacancies shall be posted and assigned on the basis of seniority amongst those bidding for the positions of Detective, Forensics Technician, and Range Master.

## **ARTICLE 6 OVERTIME**

- 6.1 **OVERTIME PAYABLE.** Employees shall be compensated at the rate of 1½-times based upon their normal rate of pay for all hours worked in excess of the scheduled work day or work week. Overtime shall commence after 8½-hours on a regular workday or for hours worked outside the normally scheduled workweek. For purposes of calculating overtime, compensation for the hourly rate shall be based on a bi-weekly schedule of 75.6-hours and an annual schedule of 1964.5-hours. No change in the amount of overtime claimed by an employee shall be made unless the employee is notified of such proposed change within 7-days of the employee submitting the overtime.
- 6.2 **OVERTIME/COMPENSATORY TIME.** Compensatory time shall be limited to an accumulation of 100-hours [or the present accumulation of more than 100-hours derived from holiday work or overtime].
- 6.3 **ALLOCATION OF OVERTIME.**
- 6.3.1 **Posting.** All overtime of the department schedule, where practicable, shall be posted. If more persons qualified for such overtime work sign for such than are

needed, allocation of the overtime shall be on a seniority basis among those qualified for the work. (It is contemplated that at times it shall be necessary to determine the qualification of an employee to work overtime based upon the employee's knowledge of the subject of the overtime work or the training and expertise of the employee. However, in the event of a dispute as to the same, the City shall have the burden of establishing the necessity.) In allocating overtime the department shall ask for volunteers on the basis of seniority regardless of whether the officer is on a work or off day. In the event sufficient volunteers are not found, the balance of the overtime shall be assigned on the basis of inverse seniority among those on their workdays and then by inverse seniority among those on off days. Management may refuse overtime where there is a legitimate safety concern. Practicability of posting shall be determined in light of time available for posting and departmental or public security, or other relevant and sufficient factors. This paragraph shall not apply to overtime resulting from an extension of a person's normal workday duty, nor shall it apply to overtime not assigned by the City of Green Bay.

6.3.2 Qualification for Overtime. When determining qualification, the department shall abide by the following:

- (a) When the overtime in question calls for the officer not to be in uniform, such overtime shall be performed by a detective. However, this provision shall not prevent the department from using patrol officers for ordinary plain clothes surveillance duty during their normal shift or using a patrol officer when the department is unable to secure sufficient detectives whether they are on or off duty. Use of patrol officers shall not reduce any shift below the number required for safety reasons. If the detective maintains a uniform, the detective shall be allowed to select overtime with the patrol division and specialists for crowd control events such as the 4<sup>th</sup> of July, Artstreet, and the like.
- (b) When the overtime in question calls for the officer to be in uniform, such overtime shall be performed by an officer within the patrol division who, in the normal course, performs their duties in uniform and is limited to the patrol division. This involves duties including and similar to road patrol, such as Speedwave, OWI saturation patrols, downtown security, and any other assignment where it is anticipated that the patrol vehicle shall be used the same as a road patrol vehicle, requiring knowledge and proficient use of the patrol vehicle and all equipment contained therein. Such overtime shall be filled via the road overtime call-in list and limited to officers in the patrol division.
- (c) Specialists shall be allocated the overtime within their respective specialties, and in addition, if the specialist is, in the normal course,

required to maintain a uniform, such specialist shall be allowed to select overtime with patrol division officers for crowd control events, such as the 4<sup>th</sup> of July, Artstreet, and the like. Where it is anticipated such use of the patrol vehicle would not be needed, shall be filled by seniority from the full specialty call in list (mix of detectives, specialist positions and patrol officers). Examples of such overtime would be crowd control, traffic control and general security where the presence of a patrol vehicle is operationally desired, but full functional operation is not required.

- (d) Any overtime assignment where it is unclear what pool of officers should be utilized; such determination shall be made via mutual agreement between the City and an Association representative.
- (e) All overtime above shall begin at the station and the officers assigned shall report to the Shift Commander or briefing supervisor verifying their presence. There is no change to the Packer Game Day reporting for duty and overtime procedures.
- (f) Supervisory officers shall not be qualified to work any overtime involving nonsupervisory duties.

6.3.3 Overtime as Duty Assignment. An overtime assignment may be cancelled by the City at any time, provided that if it is cancelled within 24-hours of the scheduled start of the assignment, the officer shall be paid minimum call-in under sec. 6.4 below, or in the case of shift overtime, payment for the entire shift. The term "cancel" shall include cutting short overtime which was planned to run for more than 3-hours.

6.3.4 Special Event Overtime. For special events (such as the 4<sup>th</sup> of July, and the like), because the City is at the mercy of the weather and the needs of the event sponsor, overtime may be cancelled or altered at any time prior to the scheduled commencement without relief; however, once the officer starts the assignment, if it was scheduled for more than three hours, there shall be a minimum three hours paid.

6.3.5 Overall hour limitation. Except as provided above, overtime shall not be allocated or assigned where it would result in an officer working more than 14¼-hours, in a combination of overtime, training, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is a 7½-hour break in on duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. The 14¼-hour limitation provided for in this paragraph shall be extended to allow for the duty of officers to extend their shifts upon the order of a supervisor or when addressing emergencies that may occur at the end of a shift.

6.3.6 Inversed Overtime Assignment. Whenever an officer is inversed to work an overtime assignment, the officer inversed shall have the right to have another officer work the overtime on the same basis as the assigned officer, provided the replacement officer is from the pool of officers that were originally considered for the overtime assignment (in essence giving it away, the one that actually works it gets paid). In the event the City determines that the need for the inversed overtime assignment has ended, the officer that is working the inversed overtime assignment may voluntarily cancel or cut short the overtime assignment with notice to the supervisor. At the officer's choice inversed overtime assignments may be cancelled in accordance with the provisions of this Article.

Improper Inverse. In the event an officer is improperly inversed under any of these procedures, the officer shall receive additional pay in the amount of straight time pay for each hour worked during the improper inverse assignment. In the event an officer is notified of a cancellation of the improper inverse assignment within one hour of the notice of inverse assignment and the employee chooses to work the inverse assignment under section 6.3.6 the additional straight time pay shall not be applicable to such inversed overtime assignment.

Examples of road overtime are attached as Appendix A.

6.3.7 Shift Overtime Postings and Subsequent Openings. The City shall post only for actual shift openings when posting for available shift overtime. Such postings shall be displayed for a minimum of 4-days. Any subsequent shift openings of the same overtime period(s) discovered while the posting is still active may be filled via this posting. Once such posting is taken down, any subsequent openings not involving a holdover must be filled via a telephone posting of all officers by seniority, even if the overtime period is the same as that of the previous posting.

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

- 6.4.1 Any officer who takes vacation or off-time coming, personal leave day or any other off-time authorized after being scheduled and notified of a required court appearance or other required non-shift departmental duties shall be compensated for a minimum of 3-hours.
- 6.4.2 Continuous Duty: In the event an officer is called in for more than one call in any given day, that officer shall not receive two call ins, but shall be paid continuous pay at the overtime rate of time and one-half from the beginning of the first call in to the end of the second call in; excepting that if the call ins in question are for specialized units established and existing for the purpose of being called in for special problems or occurrences, such as SWAT, K-9, accident reconstruction, the continuous duty rule shall not apply to more than one call in of such nature, but rather each call in shall be a separate call in.
- 6.4.3 When a trade of shifts is made between officers as authorized in section 5.2 of this Agreement, and one of the officers is subject to a call as set forth in section 6.4 of this Agreement, the officer working the day shall be subject to the 3 hour call in compensation and the officer who is off because of the trade shall be subject to the 6-hour call in compensation. It is understood that the above shall not affect the application of 6.4.1 and 6.4.2 of this Agreement.
- 6.4.4 Officers inversed to work overtime to satisfy safety requirements shall be paid call-in time under this section. Officers who volunteer to work such overtime shall be paid at time and one-half for the overtime actually worked.
- 6.4.5 Officers shall be subject to the residency requirements as outlined in Article 36, Residency, of the Agreement, for immediate need safety staffing shortage call-ins and immediate need detective call-ins.
- 6.4.6 Response time compensation for call-ins shall apply as outlined in Article 36, Residency, of the Agreement.
- 6.5 IMMEDIATE NEED CALL-IN COMPENSATION. Immediate need call-in is defined as that need not previously known or posted, where the officer is needed immediately. (Example: Immediate road staffing shortage). This does not apply to court related hearings where the officer is being called in to testify such as municipal or circuit court appearances, probation/parole hearings or Chapter 51 hearings.
- 6.5.1 When an officer is called-in for immediate need overtime such overtime shall commence at the station upon duty-ready status of the officer. Such officers shall report to the on-duty Shift Commander duty ready, which shall be recorded as the official start time. An additional 30-minutes of overtime shall be added to that start time, regardless of when the officer arrives.

- 6.5.2 In the event the immediate need compensation requires the officer to respond directly to a scene, the start time shall be the time the officer arrives at the scene. Such officers shall report to the on-scene supervisor which shall be recorded as the official start time. An additional 30-minutes of overtime shall be added to that start time, regardless of when the officer arrives.
- 6.5.3 If the overtime assigned is to fill immediate safety staffing needs the supervisor shall begin the call-in process immediately. There shall be no deliberate or unnecessary delay of filling such overtime. The officer accepting the overtime receives pay from the time of reporting duty ready to the Shift Commander plus 30-minutes. There is no compensation for the time between discovery of the shortage and the paid start time of the officer. The period of time the shift was short staffed up to the time of discovery is to be reported to the Operations Commander.

EXAMPLE: (Immediate action.) At 7:00 pm it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15 pm. Shift Commander immediately starts the call-in process. Officer A is called at 7:15 pm and accepts. Officer A arrives at 7:55 pm and reports to the Shift Commander duty-ready (in uniform and ready to walk out door). Officer A receives pay beginning at 7:25 pm (time of reporting + 30-minutes). No compensation for the time from 7:00 pm to 7:25 pm.

EXAMPLE: (Unnecessary delay.) At 7:00 pm it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15 pm. Shift Commander decides to wait to begin the call-in as there is no officer available to make the calls or s/he wishes to eat lunch first. An officer is available at 8:00 pm and the call-in begins thereafter. This delay would be deemed unnecessary as the Shift Commander could have started the call-in him/herself.

EXAMPLE: (Shortage not discovered right away) At 10:00 pm it is discovered that there was a safety staffing shortage since 7:00 pm. The supervisor immediately begins a call-in process. Officer is called at 10:15 pm and accepts. Officer reports to Shift Commander at 11:00 pm duty ready (in uniform ready to begin). Officer receives pay beginning at 10:30 pm (time of reporting + 30-minutes). The time from 10:00 pm – 10:30 pm is not compensated. The time from 7:00 pm to 10:00 pm shall be compensated via Article 5.7.2.f. In this situation, the supervisor notifies the Operations Commander of the details of the 7:00 pm – 10:00 pm shortage. The Operations Commander shall facilitate the remedy with the GBPPA.

- 6.6 ORDERED IN VS. VOLUNTARY ACCEPTANCE. "Ordered In" is defined as a non-voluntary assignment. The officer is ordered to come in and has no choice. In this situation the

officer is compensated from the time the officer was ordered in to report for duty. Minimum call-in time (3-hours/6-hours) applies to this situation.

6.7 COURT CANCELLATION PROCEDURE. The afternoon shift commander shall be notified of any court cancellations. It then becomes the responsibility of the officer to call the shift commander after 5:00 p.m. on the day prior to the scheduled court date as to whether or not the court appearance has been canceled.

6.7.1 The shift commander shall record all such calls by date and time in a log book; that is, if an officer appears at court and the case has been canceled, s/he shall receive the minimum call-in pay only if s/he had called in after 5:00 p.m. the prior day and was not notified of the cancellation. If the officer had not called in the prior day, s/he shall not receive the pay.

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

6.7.3 Court shall include any time an officer is instructed by the Chief of Police or designee or subpoenaed to appear in any Court, legal proceedings (including depositions), or before any governmental body or other person, tribunal or agency authorized by law to issue subpoenas, which appearance is related to or arises out of the officer's scope of employment. (The City and Bargaining Unit have disagreed as to whether there was a past practice for compensating officers who are subpoenaed or instructed to appear at arbitrations or grievance proceedings dealing with the administration of this Agreement and the City had previously informed the Union of the discontinuance of this alleged past practice in a letter to the Union, dated August 27, 1986. The above language shall not apply to these situations.)

6.8 OVERTIME FOR GREEN BAY PACKER GAMES.

6.8.1 Two postings shall be placed on the bulletin board once each year by July 1. All officers interested in working Packer games or working any extra overtime beyond what would be normal for traffic or field assignments are requested to sign the respective postings. These postings shall contain the anticipated staffing needs for the games.

6.8.2 Officers who sign the above said posting shall be assigned to work each of the Packer games in the year in question on the basis of departmental seniority.

6.8.3 In the event there is an insufficient number of officers signing the posting to fill the remaining complement needed for the Packer games, officers shall be

assigned by inverse seniority among those on their workdays and then by inverse seniority on off days.

- 6.8.4 In the event that any officer who has signed the above said posting to work the Packer games later decides not to work any given game, such officer shall have the right to remove their name from the posting for any game by giving at least 10 days advance notice of such removal before the game in question.
- 6.8.5 Officers working overtime for Packer games shall be compensated at twice their regular rate of pay for all hours worked.
- 6.8.6 Use of Day Shift for Staffing Holdover on Day of Packer Games. On Packer game days, a holdover of officers to complement staffing until Packer personnel return for road duty shall be filled by seniority from a combined pool of early and late day shift officers working that day. Such overtime shall commence at the end of the officer's normal shift. If enough officers do not volunteer, openings shall be filled by inverse seniority from this same pool. Payment shall be at double time for time worked.
- 6.9 STAND-BY PAY. Officers asked to be available for immediate call to duty shall receive an hourly rate of pay equal to 15% of the top patrol officers' hourly rate for every hour in which they are on stand-by. When actually called to duty, they shall be compensated according to Article 6 and/or Article 11 of this Agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority from among those signing a posting.
- 6.10 ASSIGNMENTS OUT OF CITY. When an officer is assigned to perform duties out of the City which requires the officer to be out of the city overnight, in connection with their responsibilities as an officer for the Green Bay Police Department, the following shall apply. Compensation for training and/or schools shall be in accordance with Article 30.
  - 6.10.1 The work assignment starts when the officer reports to the police department for duty assignment and ends when the officer returns to the police department. In the event an officer must travel on an off day, the City does not guarantee any number of hours. In the event an officer is required to work on a scheduled off day, the City retains the right to schedule travel time with sufficient time to reach the destination.
  - 6.10.2 Transportation shall be provided as determined by the department.
  - 6.10.3 If the officer is on a work day, the officer shall flex their normal work hours to accommodate travel time and work hours to the extent deemed appropriate by the department. The City may assign normal police duties on the day of travel,

and require officers to work normal police duties until travel begins.

6.10.4 While on the out of city job assignment, an officer shall flex their normal work hours so as to accommodate the times that job duties are to be performed out of city (for example, if the officer works the night shift and the job assignment is to testify in court, the department shall have the option of directing the officer to start the work day at 6:00 a.m. the following day when the officer is to be in court).

6.10.5 An officer shall not be compensated in any fashion during the hours of 10:00 p.m. and 6:00 a.m. provided that the officer is not required to perform job duties during these hours. If an officer is required to perform job duties during these hours the officer shall be compensated only for the time spent performing those duties. All other hours during the out of city assignment shall be compensable as work hours, either as actual hours of work, or hours spent engaged to wait or waiting to be engaged for work.

6.10.6 Once notified of the court date, officers may not take off time on that date. See 6.4.1.

6.11 PAY BACK COMPENSATION. As of February 17, 2011 all payback compensation to be accrued, whether previously designated as expiring or non-expiring (hereinafter payback) shall be non-expiring until the date the employee separates employment with the City. Employees shall use all accrued payback prior to their last date of employment. All unused non-expiring payback accrued prior to February 17, 2011 may continue to be rolled into the health escrow at the time of the employee's retirement.

## **ARTICLE 7 SELECTION FOR SPECIALTY TEAMS**

7.1 APPOINTMENT TO RESOURCE OFFICER FOR THE SCHOOLS.

7.1.1 Appointees as a Resource Officer for the schools shall be subject to the following selection procedure:

- (a) Any applicant for Resource Officer shall be screened for qualifications for the program first by the Chief of Police and then by the Selection Committee all as set forth below to determine whether the applicant meets the qualifications for the position, which qualifications are also set forth below.
- (b) The qualifications for the Resource Officer Program shall be as follows:
  - 1. Able to make critical judgments within the scope of responsibility of the position;

2. Ability to adapt to change;
3. Maturity;
4. Emotionally healthy;
5. Self-control;
6. Understanding of own and others' feelings;
7. Ability to handle pressure without overreacting;
8. Interest in working within the school environment;
9. Respect for constitutional rights of others;
10. Ability to communicate effectively with individuals and groups, both juveniles and adults;
11. Ability to prepare necessary reports and records (i.e. written communications);
12. Interest and involvement with juveniles and youths, and/or young adults;
13. Knowledge of laws pertaining to juveniles;
14. Knowledge of practices relating to building security.

## 7.2 FILLING VACANCIES AND TENURE AS RESOURCE OFFICER (SRO).

- 7.2.1 Any vacancy for an SRO shall be posted in the department pursuant to the rules for such posting. The Chief of Police shall review the persons signing that posting in the order of their seniority in light of the qualifications for Resource Officer set forth above. After said review, the Chief of Police shall recommend the most senior qualified police officer signing the posting to the Selection Committee for appointment as a Resource Officer.
- 7.2.2 The Selection Committee shall be a 7-member committee formed for passing upon the Chief of Police's recommendation for applicants to the program. The Committee shall be made up as follows: 3-representatives from the Green Bay School System, 1-representative from the Green Bay Human Resources Department, and 3-representatives from the Green Bay Police Department, delegated by the Chief of Police.
- 7.2.3 The Selection Committee shall determine whether the applicant recommended by the Chief of Police is qualified to serve as a Resource Officer and, if qualified, that applicant shall be appointed as a Resource Officer.
- 7.2.4 If either the Chief of Police or the Selection Committee shall determine that an officer posting for assignment as a Resource Officer is not qualified, the Chief of Police or the Selection Committee, as the case may be, shall set forth in writing the reasons why the officer in question is unqualified. The officer shall have the right to grieve the decision of the Chief of Police or the Selection Committee through the grievance procedure contained in the Labor Agreement between the City and the Green Bay Police Bargaining Unit. In the even the Chief of Police or

the Selection Committee, as the case may be, cannot sustain its determination that the officer in question is in fact unqualified, that officer shall be appointed as a Resource Officer with the same force and effect as if appointed to the original position applied for. Only reasons capable of objective proof shall be considered in the event that a determination of non-qualification is made and grieved. Unless a specific written determination is made that an applicant is not qualified, each police officer signing the posting for a vacancy shall be conclusively deemed to be qualified.

- 7.2.5 Tenure of the assignment shall be based on the adequate performance of the officer and ongoing evaluations by both the police and school administrators. If, in the estimation of the school administrators, the officer is demonstrably unacceptable, a recommendation would be made to the Chief of Police that the services of the officer as a Resource Officer in the school be terminated. Upon receipt of said recommendation, the Chief of Police shall notify the officer in question of the recommendation, which notification shall set forth in writing the reasons for the recommendation. In the event the officer does not accept the recommendation, s/he shall have the right to grieve such through the grievance procedure set forth in the labor agreement. Only reasons capable of objective proof shall be considered in the event such a recommendation is made and grieved. If the recommendation is sustained in the grievance, or alternatively, if the officer fails to grieve within the time limits of the grievance procedure, the officer shall be returned to regular duty in the Police Department pursuant to the provisions of number (6) below. If the recommendation is not sustained in the grievance procedure, the officer shall remain as a Resource Officer.
- 7.2.6 Should an officer choose to leave the program, they may do so by requesting the same. If the officer decides to return to regular duty during the first 30-days in the Resource Officer program, they shall return to their previous assignment and shift. After one year, if the officer leaves the Resource Officer program, they shall have to return to whatever opening exists in the Patrol Division until such time that openings arise on other shifts and the officer's department seniority allows movement to another shift.
- 7.2.7 Resource Officers shall receive pay consistent with Schedule A of this Agreement.
- 7.2.8 The SRO shall work a 5/2 work schedule during the school year. Hours of work for this position shall be 7:00 am to 3:30 pm. Summer schedule is a 5-2/4-3 schedule.

Each SRO shall accumulate 1-work day every other week while school is in session and bank that day for off time during the summer months. Accumulated banked days cannot be carried over to the next school year.

- 7.3 APPOINTMENTS TO CANINE UNIT. Appointees to the Canine Unit after January 1, 2008, shall be subject to the following selection procedure:
- 7.3.1 Positions in the Canine Unit shall be filled through the normal posting process. The desirable qualification of this position is a commitment by the officer to remain in the program for 5-years, but that this qualification is met by the employee spending 3-years in the program. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive their opportunity for any promotion until the full 3- year commitment to the program is completed unless the parties mutually agree otherwise.
  - 7.3.2 The Canine Unit shall work 5-days on, followed by 3-days off on a rotating schedule. The Canine Unit shall work 8½-hours per day in the same manner as shift personnel.
  - 7.3.3 The Canine Unit shall be responsible for 17-hours of maintenance training per month on a yearly average. A Canine Patrol Officer shall adjust their workweek for training purposes. In no event is training compensated with overtime pay or other compensation. Additional training shall be available with supervisory approval. If approved on an off-shift, compensation shall be based on actual hours at time for time via payback.
  - 7.3.4 The Canine Unit shall submit to recertification training as scheduled by the Department. A Canine Patrol Officer shall adjust their workweek for training purposes and be compensated at the straight time rate for all time spent in recertification training.
  - 7.3.5 Canine demonstrations shall be authorized by the Operations Commander and shall be compensated by compensatory time at straight time on an hour-for-hour basis. Canine demonstrations shall be mutually agreed upon by both the Canine Patrol Officer and the Operations Commander. Mandatory demonstrations shall be paid at 1½-times.
  - 7.3.6 Vacation and other off time shall be administered on an hour for hour basis in the same manner as shift personnel.
  - 7.3.7 Canine Patrol Officers shall be paid for the same number of hours for holidays as if they were a regular shift employee.
  - 7.3.8 The Canine Patrol Officer shall be allowed to use the Canine vehicle for personal use within the city limits if the Canine partner is along in the car with the officer.
  - 7.3.9 When there is not a Green Bay Police Department Canine working in accordance

with Article 7, Section 7.3, a Green Bay Police Department Canine shall be called in by seniority; except that an on-duty Canine Unit from another police agency shall be called in if it is available for immediate response and the time of response is in good faith considered to be as fast as that of an off-duty Green Bay Police Department Canine Unit.

7.3.10 A retired Canine may be used in exceptional circumstances with the mutual agreement of the City of Green Bay and the Green Bay Police Bargaining Unit.

7.3.11 As long as the option outlined in 7.3.10 exists, the City shall be responsible for routine medical costs, but not treatment for illness or injury (except on-duty injuries).

7.3.12 The Canine Patrol Officer shall be subject to the residency requirements as outlined in Article 36, Residency, of the Agreement.

7.3.13 The Canine Patrol Officer shall be paid \$195 per pay period for all care and maintenance of the canine. If the Canine Patrol Officer must take the canine to the vet for care, the officer shall receive payback time at the straight time rate for time spent at the veterinary office.

7.3.14 The administrative schedule canine handler may flex their work hours on their workday with supervisory approval.

7.4 APPOINTMENT TO THE SWAT TEAM. Appointment to the SWAT Team shall be by seniority among candidates meeting the following requirements:

7.4.1 Minimum of 3-years as a police officer.

7.4.2 Be willing to complete a physical fitness test administered by the SWAT commander and team members.

7.4.3 Favorable review by SWAT commander and team members.

7.4.4 Be willing to attend SWAT training as required.

7.4.5 Be willing to respond to SWAT call-ups and serve in whatever capacity as required by the OIC on the scene.

7.4.6 a. The SWAT Team may train up to 12¾-hours per calendar month. Hours may not be carried over outside the calendar month except the SWAT Commander may grant exceptions on a case-by-case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training

plans and schedules must be approved by SWAT supervisory personnel.

- i. Officers may be cancelled from training outside of 24-hours prior to the start of their regular shift in order to maintain the 2-person buffer.
  - ii. If the training occurs during all or part of the officers regular working hours, the officer may be pulled from training at any time to resume regular patrol duties.
  - iii. If the training does not occur during any part of the officer's regular working hours, the officer may not be pulled from the training within 24-hours prior to the start of their affected shift.
- c. SWAT snipers are allowed up to an additional 2-hours per calendar month for specialized sniper training, subject to the provisions in a. and b. above.
  - d. All SWAT Team members may earn up to 3-hours of time for time payback per month for physical conditioning time. The tracking of these hours shall be monitored between the SWAT Team members and SWAT command staff.
  - e. The City shall provide SWAT members with certain basic clothing and safety equipment as needed. (Examples include but are not limited to: kneepads, safety glasses/goggles, basic duty uniform, holster, protective gloves.) The initial costs as well as replacement costs of such equipment shall be based on average costs determined by the SWAT command personnel.

EXAMPLES:

- i. Night shift officer is scheduled to attend training January 4, 8:00 am–4:30 pm. This takes the place of the officer's shift of January 3. At 9:00 pm on January 2, (outside 24-hours prior to the affected shift) it is determined the officer's absence would cause the shift of the 3<sup>rd</sup> to drop below the 2-person buffer. The officer is to be notified they cannot attend the training, and be placed back on the officer's regular shift.
- ii. Day shift officer is scheduled to attend training January 4, 8:00 am to 4:30 pm. The officer flexes to these hours. It is determined at 6:00 am that day that the two person buffer is not met. Upon arrival for training the officer could be required to resume normal patrol duties

for the remainder of the shift.

- iii. Afternoon shift officer is scheduled to attend training January 4, 5:00 am–1:30 pm. This takes the place of the officer's shift of January 4, 2:15 pm–10:45 pm. On January 3 at 9:00 pm, it is determined the 2-person buffer shall not be met due to a sick call-in and injury. This occurred inside the 24-hours, and thus the officer would still be allowed to attend the training and any shift OT would be filled.

The Shift Commander may grant exceptions on a case-by-case basis dependent on the needs of the road.

It is the officer's responsibility to adhere to the 14¼ hour maximum hours.

- 7.4.7 Be willing to follow all procedures and guidelines set forth in the SWAT Policy of the Green Bay Police Department. Applicants should review the policy prior to signing up.
- 7.4.8 Members shall be subject to the residency requirements as outlined in Article 36, Residency, of the Agreement.
- 7.4.9 CRISIS NEGOTIATOR. The department shall maintain up to 6-officers trained as Crisis Negotiators. This cadre of officers shall be managed by the SWAT command staff. The selection process for this position shall include:
  - Sign general department posting.
  - Interview with the current crisis negotiators and SWAT Officers-In-Charge who shall provide a pass/fail recommendation.
  - Final selections shall be made by the SWAT Commander. The most senior qualified officer would be awarded the position of Crisis Negotiator.
  - Officers currently holding the position of negotiator shall retain their status if desired.
  - a. Crisis Negotiators shall train up to 4-hours per month. The SWAT Commander may grant exceptions on a case-by-case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training plans and schedules must be approved in advance by SWAT supervisory personnel.
  - b. Crisis Negotiators may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers.

- i. Officers may be cancelled from training outside of 24-hours prior to the start of their regular shift in order to maintain the 2-person buffer.
  - ii. If the training occurs during all or part of the officers' regular working hours, the officer may be pulled from training at any time to resume regular duties.
  - iii. If the training does not occur during any part of the officer's regular working hours, the officer may not be pulled from the training within 24-hours prior to the start of their regular affected shift.
  - iv. The Shift Commander has the discretion to allow attendance below the 2-person buffer on a case-by-case basis, dependent upon the work environment present at the time the training is to begin.
- c. Negotiators shall be trained in Command Post Bus and CAD operation.
  - d. Crisis Negotiators shall be provided with clothing identifying them as a Negotiator for use during official call-outs and as requested by SWAT Command staff. This item shall be determined by the SWAT Commander and replaced as necessary.
  - e. Management reserves the right to determine how many Crisis Negotiators are required in the event of a call-in. Call-in's shall be compensated per Article 6 of this Agreement.
  - f. Crisis Negotiators shall be subject to the residency requirement as outlined in Article 36 of this Agreement.

7.5 FTO PROGRAM. Officers performing the duties of a field training officer shall be compensated at a rate of \$1.25 per hour for time actually spent training officers under the program (new rate effective November 25, 2013). Management maintains its right to make FTO assignments from the existing pool of qualified FTOs. The officers so chosen shall serve as FTOs upon assignment until the Chief of Police or designee and the officer mutually agree to the officer's removal.

7.5.1 FTO's may flex the hours in their workday to attend meetings, training, or conduct training.

7.5.2 FTO's attending meetings, training, or conducting training on their off day, or outside their regular hours, shall be compensated at time for time payback.

7.5.3 The expectation of the FTO is to complete all Daily Observation Reports (DOR) by

the end of the work shift that is being evaluated, or prior to the start of the next work shift. With prior approval from a Field Training Supervisor (FTS) an FTO may finish the DOR at the end of the work shift being evaluated, or prior to the next work shift. Such time will be compensated at time for time payback.

- 7.5.4 Supervisory approval will be required prior to any FTO flexing their hours or performing work outside their regular duty hours.
- 7.6 APPOINTMENT TO THE COMMUNITY POLICING UNIT (CPU). Appointment to the Community Policing Unit and any openings therein, shall be by seniority through the normal posting process and the following shall be applicable to these positions.
  - 7.6.1 Job Duties. CPU Officers shall be assigned geographical boundaries with the basic mission to interact with the neighborhood and community with the officers using their own initiative in solving problems and meeting neighborhood and community needs. Specific job duties shall be determined and set by the department from time to time.
  - 7.6.2 Shift Assignments. CPU Officers shall be assigned to the afternoon shift in the patrol division.
  - 7.6.3 Shift Schedule Deviations. With supervisory approval CPU Officers may voluntarily deviate from the afternoon shift schedule to accommodate the neighborhood/community needs as long as hours consistent with the 5/3 schedule are maintained.
  - 7.6.4 Excess Hours. Hours approved by a supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the officer to meet the needs of the officer's neighborhood/community. These hours are compensated at straight time off in compliance with FLSA limitations. No officer may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.
  - 7.6.5 Vacation. CPU Officers shall select vacation separate from the afternoon shift of the Operations Division, however may not schedule the same time period as their geographical partner without approval of the supervisor.
  - 7.6.6 Other Assignments. Except in cases of emergency, CPU Officers shall not be reassigned, or voluntarily work to fill minimum staffing, nor shall CPU Officers be assigned to or voluntarily work posted special events outside of their community policing zone.
  - 7.6.7 The Community Policing Officer/Canine Handler position shall be considered a

Community Policing Officer position governed by section 7.6 of the Agreement. However, matters relating to the training (both maintenance and certification training) and the daily maintenance and care of the canine partner as well as the scheduling of and compensation for these matters shall be governed by 7.3 of the Agreement.

7.7 APPOINTMENT TO THE NEIGHBORHOOD RESPONSE TEAM (NRT): The Neighborhood response team shall be comprised of up to 6-officers who shall perform the same duties as a Community Police Officer but shall not be assigned to a particular neighborhood. The NRT shall be used, in whole or part, in conjunction with a neighborhood Community Police Officer, to perform community police unit duties throughout the City.

7.7.1 Officers shall be selected for the NRT by a general department posting. Officers in the NRT shall be assigned to one group for scheduling purposes.

7.7.2 50% NRT shall be allowed off for vacation or other time off unless approval is obtained from the supervisor. In the event there are an odd number of NRT officers, the eligibility for vacation will be rounded up.

7.8 APPOINTMENT TO CRIME PREVENTION SPECIALIST POSITION:

7.8.1 Specific job duties shall be determined and set by the department from time to time.

7.8.2 Core hours for the position shall be 12PM to 8:30PM with the work week being administrative schedule 5-2/4-3.

7.8.3 The officer may flex duty hours to meet the needs of the community, with prior supervisory approval.

7.8.4 If an officer voluntarily works in excess of the scheduled work day to meet the needs of the community, with prior supervisory approval, the officer shall be compensated at time for time, payback. If required by the supervisor to work in excess of the scheduled work day, the officer shall be compensated in accordance with Article 6.

7.8.5 No officer may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.

7.9 APPOINTMENT TO THE DIVE TEAM: Appointment to the Dive team shall be made by seniority among candidates meeting the following requirements:

7.9.1 Minimum of 3-years as a police officer.

7.9.2 Be willing to complete a physical fitness (swim) test administered by the Dive

Team commander and dive members.

- 7.9.3 Favorable review by Dive Commander and team members.
- 7.9.4 The training of the dive team shall be up to 12-training sessions per year. Training shall be preapproved by the dive team supervisor. The number of training sessions may be increased with the approval of the Chief of Police. It's contemplated that training sessions shall include all members of the dive team for training. Training that can be conducted by dive team members may be done in smaller groups. Dive team members may not attend training as a part of their work day if the attendance creates overtime on their shift.
- 7.9.5 Members may flex their work day or receive payback compensation for attending or conducting dive related meetings and/or training on their work day. Members attending or conducting dive related meetings, equipment maintenance and/or training on their off time shall be compensated at time for time payback. Supervisor approval shall be required prior to any member flexing their hours or performing duties on their off time.
- 7.9.6 Be willing to respond to Dive Team call-ups pursuant to the procedures for allocation of overtime assignments under Article 6, and perform the duties as required by the OIC in charge (i.e. drivers, linetenders or other duties) excluding assignment as boat driver.
- 7.9.7 Be willing to attend SCUBA certification training and any other training deemed necessary by the Dive Team Commander.
- 7.9.8 Be willing to follow all procedures and guidelines set forth in the Dive Team Policy of the Green Bay Police Department. Applicants should review the policy prior to signing up.
- Moved to 7.207.9.9 Dive Team Members shall be subject to the residency requirements as outlined in Article 36, Residency, of the Agreement.
- 7.9.10 Dive Support officers will be responsible for providing support for the Dive Team in the area of equipment maintenance and operation, diver line tending, general assistance to the divers, and other duties as needed.
- a. Dive Support officers will be selected by seniority from those officers signing a general departmental posting. The department will maintain up to 6-Dive Support officers.
  - b. To be eligible for the position of Dive Support Officer, the officer must have at least 3-years experience as a Green Bay Police Department

officer.

- c. Officers requesting the position of Dive Support Officer must pass the required physical tests as determined by the Dive Team supervisory personnel.
- d. Management reserves the right to determine how many Dive Support officers are required in the event of a call-in. Call-ins will be compensated per Article 6 of the Agreement.
- e. Dive Support officers will train in conjunction with the Dive Team personnel under the Dive Team Training guidelines. The Dive Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Dive Support officers may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers. Compensation for training will be actual hours at time for time via payback for those on their off time.
  - i. Officers may be cancelled from training outside of 24-hours prior to the start of their regular shift in order to maintain the 2-person buffer.
  - ii. If the training occurs during all or part of the officers' regular working hours, the officer may be pulled from training at any time to resume regular duties.
  - iii. If the training does not occur during any part of the officer's regular working hours, the officer may not be pulled from the training within 24-hours prior to the start of their regular affected shift.
  - iv. The Shift Commander has the discretion to allow attendance below the 2-person buffer on a case-by-case basis, dependent upon the work environment present at the time the training is to begin.
- f. Officers engaging in other Dive Support duties on their off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.
- g. When an opening for a position of Diver becomes available, the position will first be offered to Dive Support officers by seniority, prior to a general department posting.
- h. By this agreement, Section 7.9.11e i-iv above are hereby also applicable to Dive Team personnel.

7.10 APPOINTMENT TO MARINE UNIT: Selection to the Harbor Marine Unit shall be made by

seniority through a department posting. When trained, officers assigned to the unit shall be deemed qualified to receive assignment to patrol the Fox River within the City of Green Bay and operate the Dive Team Boat under the procedures for allocation of overtime assignments contained in Article 6. The Marine Unit or Dive Team is at the mercy of the weather; therefore, the assignment may be cancelled at any time prior to the scheduled starting time without relief. Once the assignment starts and, in the case of the Marine Unit if it was scheduled for 3-hours or more, there shall be a minimum of 3-hours paid. The decision to cancel a Marine Unit assignment shall be made by a Marine Unit supervisor or the Shift Commander and the decision to cancel Dive Team Boat assignments shall be made by the OIC in charge.

- 7.10.1 The department will create a Marine Unit, whose duty will be operation of the department watercrafts for purposes of harbor patrol and boat operation, including all related equipment, both for general harbor patrol duties, and watercraft operation in support for the department Dive Team.
- 7.10.2 The department will maintain up to 10-officers in the Marine Unit.
- 7.10.3 Marine Unit officers will be selected by seniority from those officers signing a general departmental posting. Officers remaining from the disbanded Harbor Patrol Unit will be given preference to become part of the Marine Unit.
- 7.10.4 To be eligible for a Marine Unit position, the officer must have at least 3-years experience as a Green Bay Police Department officer.
- 7.10.5 Officers requesting the position of Marine Unit officer must pass the required physical tests as determined by the Marine and Dive Team supervisory personnel. This includes prior Harbor Patrol Unit officers interested in a Marine Unit position.
- 7.10.6 Management reserves the right to determine how many Marine Unit officers are required in the event of a call-in. Call-in's, as well as posted harbor patrol details will be compensated per Article 6 of the CBA.
- 7.10.7 Marine Unit officers will receive training in general watercraft operation, care, operation and maintenance of related equipment, navigation training, related waterway laws, and skills required for operation around divers.
- 7.10.8 Marine Unit officers will train up to 3-hours per month during the months the department watercraft are in the water and available for immediate deployment. The Marine Unit Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Officers will train on a rotating basis with the Dive Team as scheduled by the Dive Team supervisory personnel. When not assigned to Dive Team training that month, the remaining Marine Unit

officers will train separate from the Dive Team. Compensation for training will be actual hours at time for time via payback for those on their off time.

7.10.9 Marine Unit officers may not attend training or perform equipment maintenance as a part of their work-day if the attendance creates overtime on their shift. Marine Unit officers may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers.

- i. Officers may be cancelled from training outside of 24-hours prior to the start of their regular shift in order to maintain the 2-person buffer.
- ii. If the training occurs during all or part of the officers' regular working hours, the officer may be pulled from training at any time to resume regular duties.
- iii. If the training does not occur during any part of the officer's regular working hours, the officer may not be pulled from the training within 24-hours prior to the start of their regular affected shift.
- iv. The Shift Commander has the discretion to allow attendance below the 2-person buffer on a case-by-case basis dependent on the work environment present at the time the training is to begin.

7.10.10 Officers engaging in other non call-in Marine Unit duties on their regular off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.

## 7.11 COMMUNITY CRISIS INTERVENTION TEAM (CCIT):

7.11.1 Purpose: The purpose of the CCIT is to:

- Establish a task force of officers to become the CCIT experts for the department.
- Track CCIT related calls for service to assist with analyzing mental health issues and calls for services to allow for the adoption of a problem-solving approach to mental health issues.
- Enhance community awareness and safety through information sharing.
- Increase officer safety through training and effective information sharing.
- Enhance community safety and reduce department workload by connecting consumers with services to help solve underlying problems thus trying to reduce chronic repeated calls with the same individual.

7.11.2 Composition/Method of Selection: The senior officers from the following shifts/divisions who sign this posting shall be selected:

- 3-Day shift
- 3-Afternoon shift

- 2-Evening shift
- 3-Night shift
- 3-Community police
- 3-School resource
- 2-Detective

The number of members assigned per shift shall be maintained. If a vacancy occurs because of a member leaving the shift or the team, then the position shall be posted for that shift. Those officers currently possessing the initial 40-hour introductory training through National Association on Mental Illness at the time the initial team posting comes down, shall become voluntary members of the team if they choose (aka: grandfathered) and be eligible for all provisions of 7.11. Should an officer choose to move to another shift or position, the officer shall be allowed to participate, but shall not be eligible for training and compensation provisions of 7.11 Any such officer may post back into full team status via future postings.

7.11.3 Training Opportunities: Members selected to the CCIT shall receive CCIT and mental health related training. Members shall then select a CCIT specialty (two to three members per specialty), such as Post Traumatic Stress Disorder (PTSD), Schizophrenia, Alzheimer's and Elder care issues, etc. for focused training. The number of members in a specialty area and the selection of a specialty shall be made between the members of the CCIT and their supervisor with the supervisor having the final decision. The member shall then voluntarily attend any professional meetings and/or training within the employee's specialty. Specialized and non-specialized training opportunities and meetings shall be rotated among the members of the CCIT.

7.11.4 Compensation: Members attending CCIT related meetings and/or training shall be allowed to flex their hours in their work day. Members attending CCIT related meetings and/or training on their off day shall be compensated at time for time rate via payback. Members shall be allowed to voluntarily perform CCIT duties on their off time and shall be compensated at time for time rate via payback. Members who present or conduct training outside of their normal work hours shall be compensated at time for time via payback. Members shall be compensated for travel time and such travel time shall be included in the total sum of time beginning when members leave the Green Bay Police Department and end when they return to the department. Supervisory approval shall be required prior to any member flexing their hours or performing duties on their off time. Under no circumstances shall an officer receive contractual overtime based on their membership in the CCIT. All compensation must be in compliance with the Fair Labor Standards Act.

7.11.5 Duties: The following duties shall be in addition to the duties of the officer in

their current capacity:

- Conduct follow-up investigations and analysis of CCIT related activity.
- Present to community groups about CCIT, mental health issues and the department response.
- Participate in and represent the GBPD at professional law enforcement organization meetings regarding CCIT and mental health issues.
- Participate in and represent the GBPD at mental health organization meetings regarding CCIT and mental health issues.

7.12 CRITICAL INCIDENT STRESS MANAGEMENT TEAM (CISM): The purpose of the CISM team is to:

- Establish a team of officers to become skilled in facilitating CISM related debriefings, defusing, managing, supporting and educating officers involved in critical incidents.
- Provide individual, voluntary and confidential coaching for officers in trauma recognition and resolution, job stress management strategies, and professional growth and development.

7.12.1 Composition/Method of Selection: The senior officers from the following shifts/divisions who sign this posting will be selected:

- 3-Day shift
- 3-Afternoon shift
- 2-Evening shift
- 3-Night shift
- 2-Community Police Officers
- 2-Resource Officers
- 2-Detective Division

The number of members assigned per shift shall be maintained. If a vacancy occurs because of a member leaving the shift or the team, then the position will be posted for that shift. Should an officer choose to move to another shift or position, the officer will be allowed to participate, but will not be eligible for training and compensation provisions of this provision. Any such officer may post back into full team status via future postings.

7.12.2 Training Opportunities: Members selected to the CISM will receive CISM related training. Members will then select a CISM specialty such as Debriefing, Defusing, Grief and Loss, Crisis Management Briefing, Critical Incident Adjustment Support or Pre-Crisis Education. The number of members in a specialty area and the selection of a specialty will be made between the members of the CISM and their supervisor with the supervisor having the final decision. The member will then

voluntarily attend any professional meetings and/or training within the employee's specialty. Specialized and non-specialized training opportunities and meetings shall be rotated among the members of the CISM.

7.12.3 Compensation: Members attending CISM related meetings and/or training shall be allowed to flex their hours in their work day. Members attending CISM related meetings and/or training on their off day shall be compensated at time for time rate via payback. Members will be allowed to voluntarily perform CISM duties on their off time and will be compensated at time for time rate via payback. Members who present or conduct training outside of their normal work hours will be compensated at time for time via payback. Members will be compensated for travel time and such travel time will be included in the total sum of time beginning when members leave the Green Bay Police Department and end when they return to the department. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time. Under no circumstances will an officer receive overtime based on their membership in the CISM.

7.12.4 Duties: The following duties will be in addition to the duties of the officer in their current capacity:

- Facilitate critical incident debriefing at shift level and department level.
- Provide private crisis intervention services as needed, while working within level of competence and make appropriate referrals.
- Communicate ongoing information to the CISM coordinator after deployment.
- Attend and facilitate CISM training to maintain skills and abilities.
- Update peer support nomination/information forms to reflect current experience, education, and training in crisis management.

### 7.13 HONOR GUARD UNIT FLEXING OF HOURS:

7.13.1 Honor Guard members selected to participate in Honor Guard Unit events shall be allowed to flex the hours in their workday for the purpose of travel to and/or attendance at events as requested by the Honor Guard Commander or designee.

7.13.2 This is intended to primarily apply to events where attendance at the event would serve as part or all of their workday depending on the length of the event.

7.13.3 Events short in nature, generally under 5-hours in length, shall continue to be compensated via non-expiring payback for those on their normal off time.

7.13.4 Voluntary training attended by a member on their normal off time shall be compensated at a time for time rate via payback.

## 7.14 POLICE MOTORCYCLE OPERATOR/INSTRUCTOR:

### 7.14.1 Motorcycle Operator Qualifications:

- Successfully complete the basic Police Motorcycle Rider Course provided or approved by the City.
- Successfully complete yearly recertification.
- Log a minimum of 100 hours of on-duty police motorcycle operation per year. If these hours are not met, the City and the Association shall meet and discuss the reasons for the deficiency.
- Possess valid motorcycle operator's license endorsement as on record with the Department of Transportation.

### 7.14.2 Motorcycle Instructor/Operator: In addition to all requirements in 7.14.1:

- Successfully complete a nationally recognized Police Motorcycle Instructor Course.
- Successfully complete Instructor recertification.

7.14.3 Police motorcycle instructors shall perform instruction under the same guidelines as members of the Training Unit with regards to compensation and flexing of work days/hours.

7.14.4 Police Motorcycle operators shall be selected from the Community Police day, afternoon and evening shifts. Operators shall not operate the police motorcycle after 11:00 pm unless prior supervisory approval is obtained.

7.14.5 All other standards set forth in the Green Bay Police Department Policy 6-2, Motorcycle Unit shall apply.

## 7.15 TRAFFIC CRASH RECONSTRUCTION TEAM:

7.15.1 Traffic Crash Reconstruction Team members shall be selected by seniority from those signing a posting. New members shall be limited to those in the uniformed Patrol Division. Officers being awarded this status must successfully complete extensive initial training sessions for the position. Officers shall flex their workday/workweek to attend Traffic Reconstruction Team training.

7.15.2 The desirable qualification of the Traffic Crash Reconstruction Team is a commitment by the officer to remain on the team for 5-years. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive the officer's opportunity for any promotion until the full 3-year commitment to the program is completed.

7.15.3 Should an officer accept a position outside of the patrol division, excluding promotion to supervisory rank, such officer shall retain the officer's status as a Traffic Crash Reconstruction Team member.

7.15.4 A Traffic Crash Reconstruction Team member may elect to discontinue the officer's status as a member after satisfying the 5-year commitment.

7.15.5 It is contemplated that this team shall be comprised of 4-members.

7.16 TRAINING UNIT: To establish a formal Training Unit made up of officers and supervisors responsible for providing continuing training in the Green Bay Police Department. The Department shall determine the number of officers in the Training Unit and the subjects of training for members of the Department. The Training Unit shall relate to training in the certifications of firearms, DAAT, EVOC, professional communications and vehicle contacts.

7.16.1 Composition of Unit. The Training Unit shall be comprised of members of the GBPD. One-half of the members of the Training Unit may come from the supervisors of the Department. One-half of the Training Unit shall come from members of the Police Association.

Note: Management reserves the right to determine the supervisors who shall be part of the unit on an annual basis.

The Rangemaster position and duties of that position shall continue to be a GBPPA bargaining unit position. The Rangemaster position shall be included as part of the Training Unit.

The Professional Standards supervisory staff may assign the Range Master to other shifts or work hours on their normal workday for training purposes.

7.16.2 Selection of Trainers. The complement of trainers would be selected from officers signing a posting with the 2-most senior officers from Days/Special (excluding SROs and DTFs), Afternoons/CPOs, Evenings/Nights and the Detective Division being awarded the training assignment. These officers constitute the Core Training Unit. Once the Core Training Unit is formed the number maintained per shift shall be at the discretion of the Professional Standards Division (PSD), provided that the number shall not fall below the number set forth above. If the initial complement of Core trainers is expanded or needs to be replaced, the posting process shall be followed.

Current officers not selected for the Core Training Unit, but who have active certification in one or more disciplines shall be included in the Training Unit as

Non-Core members with the approval of the PSD. Any recertification shall be the responsibility of the officer; however the department may offer recertification training.

- 7.16.3 Participation in Training Unit. Any Training Unit members who receive department sponsored training shall be committed to the Unit for 4-years. Core Training Unit members who change from the shift where they had posted into the Core Training Unit status shall no longer retain their Core status; however, assignment to another shift, division or promotion shall not disqualify them from continuing in the Training Unit as a Non-Core Training Unit member or relinquish the member of their commitment to the Training Unit.

Any Core Training Unit member who changes from the shift where they had posted into the Core position cannot automatically take an open Core Training Unit position on the destination shift without posting for the open position.

The Training Unit members may be directed to use their skills in any department position as directed by the PSD.

- 7.16.4 Assignment of Training. A minimum of 50% of the training assignments in any calendar year (on an hour by hour basis) shall be assigned to members of the Association.

The Rangemaster shall continue to perform firearms and DAAT training and all other training of department members on firearms and DAAT shall be shared on an equal (50%/50%) basis between supervisors and nonsupervisory officers.

All training that Training Unit members attend shall be compensated under Article 30 of the Collective Bargaining Agreement with payback. All Training Unit meetings and training provided by Training Unit members who are instructing shall be compensated at time for time, non-expiring payback. Any time spent by a trainer in addition to 8½-hours conducting training shall be compensated at time and a half.

Unit members agree that they are volunteering to change shifts as directed by the PSD. The PSD may assign instructors to other shifts or work hours for training purposes. The Department shall provide 14-days notice for involuntary flexing of hours.

The PSD may assign instructors to other shifts or work hours for in-service.

Training Unit officers/supervisors conducting any training shall be required to document the training as directed by the PSD and submit the documentation to the PSD.

7.16.5 Selection for Education Opportunities. All Training Unit training opportunities (instructor training or train-the-trainer training) shall be split between supervisor and non-supervisor members so that non-supervisor members shall be eligible for a minimum of 50% of those training opportunities.

Core Training Unit members shall receive first opportunity for any training in any discipline in the Training Unit by seniority by shift.

Any training opportunity not filled by a Core Training Unit member would then be offered to a Non-Core Training Unit member having a discipline related to the offered training. Non-Core Training Unit members shall be restricted to training within their discipline.

Any instructor certification course or training not taken by Core Training Unit members and outside of the discipline restriction requirement of the Non-Core Training Unit members will be posted department wide.

Training opportunities for each shift shall be determined on the basis of the needs of the shift and after the consultation with the Training Unit members and Association representatives. If only one officer shall be training in a certification, the training shall be offered by seniority with the Core Training unit membership.

In addition to the Rangemaster, the two nonsupervisory Core Training Unit members on each shift shall be trained and be eligible for recertification training in Firearms and DAAT certifications. These officers shall be eligible for training and recertification training in other certifications.

7.16.6 This Training Unit defines and deems “training” as neither a supervisory nor non-supervisory duty assignment, nor a duty assignment which may be performed by either supervisors or non-supervisors.

7.17 PROFESSIONAL STANDARDS DIVISION OFFICER POSITION:

7.17.1 Officers shall be selected from the pool of active Field Training Unit Officers (FTO's) and the active Training Unit members (both core and non-core), one officer from each unit, by seniority. “Active” is defined as those FTO's regularly assigned to administer training to a probationary officer for one or more of the four steps in the Field Training Process. An active Training Unit member is one who is regularly tasked to provide/develop training for department personnel. To qualify, an FTO must have previously been assigned at least one probationary officer for a minimum of one “step” as prescribed in the FTO program process. The active FTO/Training Unit lists to be used for selection shall be those maintained by the FTO Commander/Professional Standards Division (PSD).

7.17.2 Officers shall be assigned to this position for a 2-year, non-renewable period, regardless of the unit they were assigned from (FTO or Training). There is no time commitment to this position, however, once an officer accepts the position and leaves, whether by choice, completion of the assignment, or removed for cause, the officer shall not be eligible to re-apply.

7.17.3 Upon completion of this assignment, officers shall return to the opening available in the division they vacated, (Operations or Investigations) unless they post into an alternate position available at the completion of this assignment.

7.17.4 Officers shall be assigned to an administrative schedule, (5-2, 4-3), primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties required. All flexing of hours require supervisory approval.

7.17.5 Officers retain the ability to sign for all overtime they would have been eligible for had they not accepted the PSD position.

#### 7.18 GANG IDENTIFICATION TASK FORCE (GITF).

7.18.1 The purpose of the GITF is to:

- Establish a task force of officers to become the gang “experts” for the department.
- Enhance community awareness and safety through information sharing.
- Increase officer safety through effective information sharing.
- Increase investigative effectiveness through information handling.

7.18.2 Composition and Method of Selection. The senior 2-officers from the following shifts/divisions who sign this posting will be selected:

- Day shift
- Afternoon shift
- Evening shift
- Night shift
- Community police
- School resource
- Detective
- Animal Control/Humane Officer

The number of members assigned per shift shall be maintained. If a vacancy occurs because of a member leaving the shift or the unit, then the position will be posted for that shift.

7.18.3 Training Opportunity. Members selected to the GITF will receive general gang related training. Members will then select a gang specialty (2-3 members per specialty), for focused training. The number of members in a specialty area and the selection of a specialty will be made between the members of the GITF and their supervisor with the supervisor having the final decision. The member will then voluntarily attend any professional meetings and/or training within their specialty. Specialized and non-specialized training opportunities and meetings shall be rotated among the members of the GITF.

7.18.4 Compensation. Members attending gang related meetings and/or training shall be allowed to flex their hours in their work day. Members attending gang related meetings and/or training on their off day shall be compensated at time for time rate, pay back. When mutually agreed upon and with supervisor approval, members will be allowed to voluntarily perform GITF duties on their off time and will be compensated at time for time, pay back. Supervisor approval will be required prior to any member flexing their hours or performing duties on their off time. Members will be compensated for travel time. Travel time will be calculated as follows: travel time will start when a member leaves the GBPD and arrives at the location of the training. After the training, travel time will resume from the training location and end when the member arrives back at the GBPD.

7.18.5 The following duties will be in addition to the duties of the officer in their current capacity.

- Determine criteria for inclusion of suspected gang members into the gang database.
- Analyze gang graffiti for content and commonality to determine origin.
- Gather gang intelligence by gleaning information from police reports, through interviews of informants/gang members and by responding to gang related calls if officer availability allows.
- Conduct follow-up investigations into gang related activity.
- Maintain GBPD and other designated intelligence gang databases.
- Train officers in gang recognition and gang enforcement techniques.
- Present to community groups about gang awareness, recognition and response.
- Participate in and represent the GBPD at professional law enforcement organization meetings regarding gang enforcement.

7.18.6 Reports related to gang activities shall be forwarded to members of the GITF for analysis. Members of the GITF shall not be given any special overtime opportunities based on their membership in the GITF.

## 7.19 DRUG TASK FORCE (DTF).

7.19.1 Shift:

- DTF shift will be a 5/2 – 4/3 schedule.
- Shifts will commence at 11:30a – 8p.
- If court is scheduled for 10a or 10:30a, the officers will flex their shift (10a – 6:30p).
- If court starts before 10a, then the officer gets the court overtime.

7.19.2 Length of Term. Officers shall have a 4-year commitment with no ability to re-up. Officers assigned to DTF as of March 13, 2012 shall have their current assignment credited toward that 4-year period (e.g., officer XX has been there 1½ years, so officer XX will have an additional 2½ years).

The increased commitment will benefit the police officer, police department and the DTF. It will allow for training, schools, etc. that can only be justified with a longer commitment.

7.19.3 Assignment to DTF & Interview Panel. An interview process is acceptable – utilizing the BCSD’s current system, as long as the GBPD union has a seat on that panel (the GBPD sitting on the panel for a GBPD interview).

In addition, officer candidates shall no longer be limited based upon seniority – it shall be opened up to all officer’s holding the rank of Advanced Police Officer (APO) and above.

7.19.4 Flex Time & Vacation Days. Officers must provide a minimum 24-hour advance notice when requesting vacation and flex time.

7.20 REMOVAL FROM A SPECIALTY TEAM POSITION. Removal from a specialty team position shall only be for cause. Examples of “cause” may include but are not limited to poor performance, reluctance to perform assigned duties, failure to successfully complete training, continued failure to be available for call-in, poor documentation and the like.

7.20.1 Members of SWAT may also be removed by written request of the team leader and a majority of the SWAT members.

7.20.2 Members of the Dive Team may also be removed by written request of the team leader and a majority of the Dive Team members.

## **ARTICLE 8 RETIREMENT**

8.1 Officers hired prior to July 1, 2011 to make the same Wisconsin Retirement System

(WRS) contributions as general municipal employees effective June 30, 2013.

Any retroactive employee WRS contributions due to the City will be deducted from the officer's pay in equal installments over the next 12-pay periods following the arbitration award. If an officer leaves employment prior to paying back the retroactive employee WRS contributions the amount due to the City will be deducted from the officer's final paycheck.

## **ARTICLE 9 PAY PERIOD**

9.1 PAY PERIOD. All personnel shall be paid bi-weekly through direct deposit..

## **ARTICLE 10 PAY SCHEDULE**

10.1 SCHEDULE A. The pay of employees of the Green Bay Police Department occupying classified positions shall be on the basis of Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and an hourly basis and are based on a full-time employment at normal working hours.

10.2 FUTURE PAY ADJUSTMENTS. The pay schedule for Specialist I is set at the 1995 rate plus 3% for the rank of Patrol Sergeant and Detective Sergeant in the Green Bay Police Department, which ranks are being eliminated from the table of organization effective with the ratification of the 1996 contract, and it is stipulated by the City that for both internal and external wage comparison purposes for future contracts the Specialist I position shall be conclusively presumed to compare with a position comparable to that of patrol and detective sergeant in the Green Bay Police Department before their elimination, and that there continue in future contracts a similar proportional spread between the rate paid to Specialist I and that paid to top patrol officer. It is also stipulated that there continue in future contracts a similar proportional spread between the rate paid to Specialist I and Specialist II as the spread which exists in the pay schedule in this contract.

## **ARTICLE 11 SHIFT DIFFERENTIAL**

11.1 ADDITIONAL PAY. All employees not assigned to the day shift shall receive, in addition to their base pay, an amount equal to the number of hours designated below based upon the hourly rate of top patrol officer. The shift differential pay shall be on a monthly basis, but paid with the employee's bi-weekly pay. Shift differential pay shall be administered in the same manner as it was when expressed in dollar amounts.

### Patrol Division

- 10:30 a.m. to 7:00 p.m. shift                      1½ hours per month
- 2:15 p.m. to 10:45 p.m. shift                      3 hours per month
- 10:30 p.m. to 7:00 a.m. shift                      4 hours per month
- 7:00 p.m. to 3:30 a.m. shift                      4 hours per month

Detective Division

- 2:30 p.m. to 11:00 p.m.                              3 hours per month

Drug Task Force

- 11:30 a.m. to 8:00 p.m. shift                      3 hours per month

Crime Prevention Specialist

- 12:00 p.m. to 8:30 p.m. shift                      3 hours per month

**ARTICLE 12  
CLOTHING/EQUIPMENT ALLOWANCE**

- 12.1 The initial clothing allowance for uniforms shall be \$1,240 from which new employees shall purchase all items designated by the Chief of Police as mandatory with the remainder being spent on discretionary items.
- 12.2 After one complete year of employment, the annual allowance shall be \$613 in the case of detectives and specialists; and \$572 in the case of officers in the Operations Division. If a new officer’s first anniversary falls after January 1, then that individual shall have a prorated share of the annual allowance credited to their uniform account for that year and shall receive a full credit on the following January 1.
- 12.3 UNIFORM SELECTION. The Chief of Police shall have discretion as to what types of clothing are to be purchased by employees of the department, but the City shall negotiate any fiscal impacts.
- 12.4 PROTECTIVE VESTS. All officers may purchase protective vests from the manufacturer and of the design of their own choice, and the City shall assume and pay that portion of the cost of the vest equal to the price or cost of a standard grade 3A vest from a manufacturer designated by agreement of both parties, and the balance of such cost, if any, due to extras shall be paid by the officer from that officer’s clothing allowance. Officers may purchase a new vest every five years, or whenever the officer’s vest is damaged through use, whichever may first occur. Purchases may occur twice per year.
- 12.5 SPECIALIZED CLOTHING OR GEAR. The department has designated the wearing or use of specialized clothing or gear for officers involved in the SWAT team, motorcycle patrol, bike patrol, and honor guard. The department shall provide or furnish each new officer with such clothing or gear of a good and usable quality for the purpose to be used, and an adequate fit for the officer where fit is a factor, and such shall be available for use by

officers on an as needed basis, or the department may opt to provide any item of clothing or gear in kind, and in that event the officer may, with the authorization of the Chief of Police or designee, purchase such item not provided or furnished and the City shall assume and pay the cost thereof.

**ARTICLE 13  
DUTY INCURRED DISABILITY PAY**

13.1 **DISABILITY PAY.** An employee injured in the line of duty shall receive full pay for a period of 180-days while disabled from performing normal duties. In the event the disability extends beyond 180-days, application for extension of time may be made to the City’s Personnel Committee, which shall determine whether to extend, which determination shall be consistent with past extension determinations.

**ARTICLE 14  
VACATIONS**

14.1 **VACATION BENEFITS.**

In This Year of Employment	# of Working Days Employee Shall Receive
1	8
2	13
6	16
7	17
8	18
9	19
11	21
13	24
16	25
18	27
19	28
20	30

14.2 **ACCUMULATION.** Accumulation of vacation leave with pay shall, on December 31 of each year, not exceed 30-days.

14.3 **PATROL VACATION SELECTION.**

- a. The number of officers allowed on the early day shift (6:15 am to 2:45 pm) will remain at 4-officers until staffing on the early day shift reaches a staffing level of 23-officers. At that time the number allowed off will be 3-officers.
- b. Initially 1-officer on the midday shift will be allowed off until the shift reaches a

staffing level of 7-or more officers, 2-officers will be allowed off.

- c. Once the midday shift is established, the number of officers allowed off on each shift will be determined by a ratio of 6+/-1 based on the following trigger numbers. The personnel numbers will be re-evaluated the first week of January and the last week of June each year:

- Day Shift                      24-officers      (23 = 3 off, 25 = 4 off)
- Afternoon Shift:            30-officers      (29 = 4 off, 31 = 5 off)
- Night Shift:                 30-officers      (29 = 4 off, 31 = 5 off)

The trigger number plus one will allow one more officer off.

The trigger number minus one will allow one less officer off.

For purposes of this agreement, the midday and evening shift will be allowed 2-officers off. The trigger number to increase the number allowed off is as follows:

- Midday Shift:                18-officers      (2 off, 19 = 3 off)
- Evening Shift:               18-officers      (2 off, 19 = 3 off)

- d. A seniority roster for each shift shall be posted at the beginning of each year along with a calendar identifying off-day groups. This calendar is signed in order to make other officers aware of time available, but the selection is not official until the officer signs the shift commander's vacation calendar and submits a vacation request via telestaff to the shift commander. The shift commander shall initial and date all requests when the commander receives them. If an officer wishes to cancel a vacation, it shall be the officer's responsibility to contact the shift commander, who shall have the responsibility of pulling the request. The shift commander shall then cross the officer's name off of the calendar. This shall give other officers an opportunity to take this time off if they wish.

14.4 DETECTIVE VACATION SELECTION. All vacations must be approved by the Detective Supervisor who shall be responsible for staffing needs.

Detectives on an administrative schedule shall pick together. Three administrative schedule Detectives shall be allowed off at one time.

Detectives on a 5-3 schedule shall pick together by seniority. Two 5-3 Detectives shall be allowed off at one time. On days where both 5-3 groups are working, two from each group shall be allowed off. A Detective Supervisor must approve any deviation from this.

Two Detectives on the afternoon shift must be scheduled to work. A Detective Supervisor must approve additional Detectives off.

In the event there is a change in the Detective staffing levels, the parties agree to collectively bargain regarding possible changes to this provision.

14.5 OTHER OFF-TIME REQUESTS FOR DETECTIVE DIVISION. The officer shall request via telestaff to the Lieutenant no less than 5-days prior to the day they wish to have off. The Lieutenant shall initial and date the request upon receipt. If more requests are submitted than officers allowed off at a time for a particular day, the date the request was submitted shall dictate who gets the day off. In other words, first-come, first-served. If more than one card is submitted on the same day, then seniority shall prevail. It shall not make any difference what type of request - vacation, off time coming, personal day or payback is submitted. When the Lieutenant refuses a request for time off, it shall be marked "refused" and dated. Under exceptional circumstances the Lieutenant may accept a request for time off with less than 5-days notice.

14.6 TRAFFIC OFFICER VACATION.

14.6.1 The traffic unit officers shall follow the same procedures as set forth for patrol officers in Section 14.3 of the Agreement, except that traffic unit officers shall select vacation as a group separate from patrol officers.

14.6.2 In determining vacation selection, a maximum of 2-Traffic Unit officers shall be allowed to be on vacation at a time on the day shift, and 1-Traffic Unit officer shall be allowed off on all other shifts.

14.6.3 The limitation on the number of traffic unit officers allowed to take vacations on any particular day shall not apply during deer gun hunting week and the period between December 23 and January 2. In addition, not more than 5-other dates on each shift, the restriction shall not apply: the 5-dates are a maximum, and the determination of what particular date shall be included is to be determined by seniority on each shift.

**ARTICLE 15  
VACATION PAY USED FOR SICKNESS**

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

**ARTICLE 16  
SICK LEAVE**

16.1 ACCUMULATION. All employees shall be granted sick or emergency leave with pay of 1-full working day for each month of service with no limit on accumulation. An employee may use sick leave or emergency leave for absences necessitated by injury or illness of the officer or officer's family. An employee using sick leave shall not be allowed to work previously posted and signed for overtime within 8-hours of sick leave use.

In order to be granted sick leave or emergency leave an employee must:

- 16.1.1 Report prior to the start of the workday to the department head or supervisor the reason of the absence.
  - 16.1.2 Keep the department head informed of the employee's condition and the anticipated date of return to work.
  - 16.1.3 Be legitimately ill or attending a member of the immediate family who is ill and unable to care for themselves or make other arrangements for care.
    - (a) For purposes of this article, "immediate family" shall mean spouse, parent, stepparent, child, stepchild, foster child, guardian or sibling.
  - 16.2 VERIFICATION. All sick leave requested is subject to verification. The department head may request reasonable evidence from the employee to achieve verification.
  - 16.3 MISUSE. Misuse of sick leave may subject the employee to disciplinary action per the Agreement. To avoid misuse, management may periodically review amounts of use as well as patterns of use and counsel employees on problem areas. A pattern in and of itself, does not constitute abuse.
  - 16.4 HEALTH INSURANCE PAYMENT PROGRAM. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of up to a maximum of 135 accumulated days of unused sick pay standing to the credit of that employee as of that employee's date of retirement:
    - 100% for employees retiring under disability retirement.
    - 100% for employees retiring into the State Retirement System.
- Catastrophic Illness: During the period 3-years prior to the employee's normal retirement date, if the employee is injured or ill for more than 50-consecutive calendar days but less than 6-calendar months, there shall be no reduction from the employee's sick leave accumulation. In order to receive this benefit the employee must have reached the maximum accumulation of sick leave at some point in their career. The employee shall perform alternative duty if it is available and the employee is capable of performing same.
- 16.5 CONVERSION. During the 5-years before an officer's normal retirement date, the officer may convert accumulated and unused vacation or other compensable off-time to sick

leave days on the same basis as presently allowed in the firefighter Agreement.

16.6 EMPLOYEE PAYMENT. After the amount expended for any employee reaches the limit for such employee, the monthly premium shall thereafter be paid by the employee.

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

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

16.6.3 Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the City.

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

16.6.5 If death of a covered protective service employee occurs before retirement, up to a maximum of 135-sick leave days shall apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with the above policy.

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

## **ARTICLE 17 HEALTH AND DENTAL INSURANCE**

17.1 Effective at the beginning of the pay period following the date of the arbitration award, Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.

17.1.1 Employees may reduce their health insurance premium contribution up to a maximum of 2.5% per year by successfully participating in the Wellness Incentive Program as follows:

- (a) The employee's health care insurance premium will be reduced by 2.5% if the employee is carrying family coverage and both employee and spouse participate in the Health Risk Assessment.
- (b) The employee's health care insurance premium will be reduced by 2.5% if the employee is carrying family coverage and both employee and spouse participate in the Health Risk Assessment.
- (c) The employee's health care insurance premium will be reduced by 1.25% if the employee is carrying family coverage and only the employee or the employee's spouse participates in the Health Risk Assessment.

17.2 Effective at the beginning of the pay period following the date of the arbitration award, Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.

**ARTICLE 18  
LIFE INSURANCE**

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

**ARTICLE 19  
JURY DUTY**

19.1 RULE. An employee may be granted a leave of absence with pay if called for jury duty during working hours.

**ARTICLE 20  
FUNERAL LEAVE**

20.1 LEAVE GRANTED. Each employee shall be entitled to the following funeral leave:

20.1.1 When there is a death in the immediate family of an employee, ("immediate family" being defined as that of employee's spouse, parent, guardian, child of employee, grandchildren, grandparents, stepparents, brother, sister, mother-in-law, father-in-law), a maximum of 3-working days shall be granted with pay to such employee. Travel time to and from the funeral may be taken in addition to the 3-days referred to above with the approval of the department head and may, at the employee's option, be counted as sick leave or vacation.

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

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

## **ARTICLE 21 LONGEVITY**

21.1 BASIC BENEFIT. All eligible police officers shall receive the following in addition to their base pay:

- \$10.00/month at the start of 8th year - \$10.00/month total
- \$10.00/month at the start of 12th year - \$20.00/month total
- \$10.00/month at the start of 16th year - \$30.00/month total

21.2 SPECIALIST ADD-ON. Specialists I & II assigned to Detectives shall receive an \$80 per month premium, which shall become a part of their base salary while assigned to detectives.

## **ARTICLE 22 DUES DEDUCTION**

22.1 CITY DUTY. The City agrees to deduct from the paycheck of each employee, by written authorization from the employee, a sum as Bargaining Unit dues and remit the same to a designated Bargaining Unit Officer as soon as possible after the close of each month.

## **ARTICLE 23 FAIR SHARE**

23.1 RULE. As a condition of employment, the City agrees that all employees within the Bargaining Unit that are not members of the Green Bay Bargaining Unit (Employees Association) shall be required to pay their proportionate share of the cost of the collective bargaining process and contracted administration. This requirement shall apply to all employees who have completed 6 months of service with the City.

## **ARTICLE 24 HOLIDAYS**

24.1 BENEFIT. Holidays included in this Agreement are:

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

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

24.2 HOLIDAY PAY. All personnel shall receive 1-day's pay at straight time for each of the above-stated holidays, whether or not the employee works the holiday in question, and all shift personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours pay or compensatory time subject to the maximum accumulation provision for each such holiday provided that officers who are regularly scheduled to work who call in sick for non-work related reasons shall not receive such eight-hours time. Employees who are called in to work a holiday that falls on their regular scheduled day off shall be paid double time (2x). Officers who volunteer to work their days off shall receive time and a half. Officers who are ordered to work a designated holiday shall receive double time (2x).

24.3 The following shall apply to mandatory overtime on a designated holiday:

24.3.1 Any mandatory overtime worked through a call-in or ordered to work on a holiday as identified in section 24.1 shall be paid at the rate of double time.

24.3.2 Holiday hours for payment for mandatory overtime is identified as the hours of 00:00 to 23:59 on the actual date of the holiday.

24.3.3 Such mandatory overtime includes inverse assignments for staffing and late call and/or holdover time with prior supervisory approval.

## **ARTICLE 25 PERSONAL LEAVE DAYS**

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

**ARTICLE 26**  
**DISCIPLINE**

- 26.1 **RULES AND REGULATIONS.** For disciplinary purposes, administrative or otherwise, the substantive rules and regulations for the conduct of members of the Police Department shall be as set forth in the policy and procedure manual for the Green Bay Police Department, as amended from time to time, excepting that no provisions in said manual which are subject to collective bargaining shall be valid until collectively bargained. In the event such rules and regulations conflict with the ordinances of the City of Green Bay, laws of the State of Wisconsin or United States, or this Agreement, said ordinances, laws or Agreement shall prevail.
- 26.2 **OFF-DUTY CONDUCT.** Off-duty action or inaction shall not be considered as grounds for discipline unless the conduct in question:
- 26.2.1 Has been the basis for a conviction in a court of law of any local ordinance, quasi criminal or criminal law; or
- 26.2.2 Is done under or pursuant to the officer's use of authority or powers of a sworn Green Bay Police Officer, or under the color of the officers articulated use of the same; or
- 26.2.3 Is in violation of any rules and regulations governing off-duty conduct existing in the Green Bay Police Department Policy and Procedure Manual, excepting that Section I, Chapter 2, Paragraph D, of the existing Policies and Procedures Manual shall be deleted.
- 26.3 **INTERNAL INVESTIGATION.** Internal investigations conducted by the Green Bay Police Department shall be subject to the following rules:
- 26.3.1 The subject matter of any investigation shall be confined solely to those areas that are being investigated because the Department has grounds for reasonable suspicion that an officer may be subject to disciplinary action. All other areas of inquiry shall be avoided so as to insure that investigators do not intrude upon the privacy of any officer. In this regard, the parties acknowledge the danger of questions not relevant to any specific investigation resulting in rumor and innuendo.
- 26.3.2 When an officer under suspicion is questioned, that officer shall be first advised of the factual basis of the suspicion and advised as to what law, rule or regulation the officer is being suspected of breaking. When an officer under reasonable suspicion is questioned, that officer shall first be advised of the factual basis of said reasonable suspicion and advised as to what law, rule or

regulation the officer is suspected of having broken. The factual basis of the reasonable suspicion shall be communicated to the officer by a written summary of the evidence giving rise to the reasonable suspicion. The summary of the evidence should include “who, what, where, when and how” whenever possible and a description of the physical evidence, if any. The summary of the evidence shall not include notes, thought processes, investigative techniques or the like, or any other work product of the investigator(s). At the officer’s request, the officer may be represented by a representative of their choice who, at the discretion of the officer, may be present at all times during the interrogation. Also, the officer shall be given the name of the complainant except when the complainant is an employee of the Police Department or has requested anonymity.

26.3.3 Any time an investigation exonerates the officer, management shall maintain the investigation file but there shall be no record of the investigation in the officer’s personnel file. Such investigation shall not form the basis for future discipline; however, it may be used by management in following-up on future complaints.

26.3.4 Evidence obtained during the course of any interrogation not conducted in accordance with 26.3.1 and 26.3.2 may not be utilized in any subsequent disciplinary proceeding against the officer, including but not limited to, insubordination for failing to follow a direct order to answer a question.

## 26.4 DISCIPLINARY PROCEDURES

26.4.1 Section 62.13, Wisconsin Statutes. Suspension(s), reduction in rank, suspension and reduction in rank, and dismissal of bargaining unit members shall be governed by the procedures set forth in Section 62.13, Wis. Stats.

26.4.2 All other disciplinary proceedings shall be governed by the Grievance Procedure.

26.5 ADMINISTRATIVE REGISTER/DOCUMENTATION OF ORAL REPRIMANDS. Documentation of oral reprimands may be made only by way of an entry into an administrative register maintained by the department pursuant to the following, and such entries shall not be subject to grievance:

26.5.1 Oral reprimands may be documented in writing by any supervisor after review and approval, (a) by the Shift Captain as to shift personnel, excepting those matters relegated to the Captain of patrol, (b) by the Captain of patrol regarding personnel involved in motor vehicle accidents or incidents, or working special events such as the Packer games, 4th of July and the like, and (c) by the appropriate Captain of detectives as to personnel in the detective division; (d) internal affairs Captain. During the review and before approval, the captain making the review shall discuss the proposed written documentation and the

underlying factual situation with the officer in question; however, the officer may decline. The discretion of any Captain authorized to make entries into the counseling register may be controlled by the Chief of Police and the administrative staff under policies or procedures that the Chief of Police may deem appropriate.

26.5.2 The department shall maintain a register for the purpose of maintaining written documentation of oral reprimands (favorable entries or commendations may also be entered at the discretion of the department).

26.5.3 Following the entry of an oral reprimand into the Administrative Register, the officer being so reprimanded shall be counseled by a supervisor designated by the Captain making the entry as to the reason for the entry, and, if appropriate, given instruction as to ways to avoid the conduct or action which led to the entry. After such counseling, both the officer being reprimanded and the counseling supervisor shall initial the entry.

26.5.4 Entries made under the above procedure and properly initialed may be the basis of progressive discipline and factors in performance evaluations. If entries are made without the above procedure being followed, or are not initialed, they shall be void.

26.5.5 Entries in the Administrative Register shall remain valid for purposes of progressive discipline or performance evaluation for a period of one year of their entry and at the end of each year shall be void and considered expunged. Only one entry shall be made per page in the entry, and such page shall be removed and destroyed at the end of the above said one-year period.

## **ARTICLE 27 LEAVES OF ABSENCE**

27.1 **SPECIAL LEAVES.** The Chief of Police in consultation with the City Personnel Committee, may authorize special leaves of absence with or without pay for any period or periods not to exceed 3-calendar months in any one calendar year for the purpose of attending a college, university or recognized law enforcement seminar to train in subjects related to the work of department personnel or benefit to both the employees and the City.

27.2 **PERSONAL LEAVES.** The Chief of Police may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed 10-working days in any calendar year.

27.3 **EDUCATIONAL LEAVE.** The City Personnel Committee, upon recommendation of the Chief of Police, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending courses of training at a recognized

college or university and for other purposes that are deemed beneficial to the City.

**ARTICLE 28  
MILITARY LEAVE**

- 28.1 Personnel of the Police Department who leave or have left the City service by request of the Federal Government to enter active service in the Armed Forces of the United States and return, shall be entitled to their departmental seniority and the rate of pay and position they would have been entitled to had their service with the Police Department not been interrupted by service in the Armed Forces. Employees who are members of the National Guard or military reserve shall be granted military leave for any extended tour of duty requested by the federal government, and shall receive during such absence the wage differential between the employee's regular City wages and military wage so that no loss of wages shall be suffered for the first 90-calendar days as a result of such military service. This paragraph does not apply to employee drafted into the military consequent to the institution of a federal draft system or to voluntary periods of active duty service. Seniority shall continue accumulation throughout the leave. There shall be no accumulation of paid time off benefits during the leave. Employees on said leave shall have the option to keep city health and dental benefits during the leave, the same as for active employees.

**ARTICLE 29  
EDUCATION CREDITS**

- 29.1 BENEFIT. The City shall reimburse an officer tuition costs and book costs, as defined below, upon successful completion of approved Police Science courses. The student must attain a grade of C or higher to qualify for reimbursement. Approved Police Science courses are defined as any course required for the attaining of a degree in police career enhancement and previously approved by the Chief of Police.
- 29.2 REIMBURSEMENT. The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be the actual cost of the book in question or \$50 whichever is less, provided that upon reimbursement the book shall be turned over to the departmental library. Reimbursement for tuition shall be limited to \$1,200 per year, per student. The City shall have the right to claim reimbursement for any tuition reimbursed under this provision within 30-months of any voluntary termination of employment, or within 12-months of any retirement.

**ARTICLE 30  
TRAINING**

- 30.1 TRAINING ASSIGNMENTS. When training/school opportunities are offered to members

of the department, such training events and openings shall be posted and all officers given an opportunity to attend with the most senior employee given the opportunity as staffing allows.

Should the department determine the training/school shall benefit only officers of a specific division, specialty unit/position, shift or classification, a waiver shall be presented in writing to the GBPPA board prior to the date of the training/school. The waiver shall include all information to show the justification of the benefit to only officers of the specific division, specialty unit/position, shift or classification.

Any officer accepting a position requiring specialized training/school for the position shall flex their workday and workweek to attend such training. Any time spent in addition to the 8½-hours per day, such as travel, shall be compensated at time for time rate via payback. Time spent training including travel, on the officer's regular day off shall be compensated at time for time via payback.

30.2 COMPENSATION FOR TRAINING AND/OR SCHOOLS. Officers attending any training and/or schools on the officer's normal off time, shall be compensated by time off at straight time in the form of payback, subject to the following guidelines.

30.2.1 Such compensation shall include travel associated with schools held outside of Brown County, not including Sanger Powers Multijurisdictional range facility. Times of departure and return shall be determined by travel time indicated by computer mapping programs with consideration given to length of travel for unforeseen conditions, such as weather or construction delays, on a case-by-case basis. Such travel time shall include travel to and from the Department or actual time to and from the officer's residence; whichever is less. The location of departure is the officer's choice.

*EXAMPLE: School is scheduled in Appleton and lasts 8:00am-4:00pm. Departure from the station is determined to be 7:15am. Officer A travels from the station, and returns from the school at 3:30pm (class adjourned early). Officer A receives payback from 7:15am to 3:30pm.*

*EXAMPLE: Officer B elects to travel from the officer's home in Kaukauna to the school in Appleton and leaves the officer's home at 7:45am and returns at 3:00pm. Officer B receives payback from 7:45am to 3:00pm. The travel time cannot exceed that from the station.*

*EXAMPLE: Officer C leaves home in Oconto at 6:30am and drives directly to Appleton for the school and returns home at 4:15pm. Officer C would receive payback from 7:15am to 3:30pm. The travel time cannot exceed that from the station.*

30.2.2 Time compensated shall be actual time in attendance, plus actual travel time subject to travel time restrictions identified above.

*EXAMPLE: School at NWTC is scheduled to run 8:00am-4:00pm. The instructor concludes the class at 2:30pm. Officers received payback from 8:00am-2:30pm. No travel as venue is within Brown County.*

30.2.3 In the case of overnight stays, any travel by vehicle to/from the venue/hotel in excess of 10-minutes shall be compensated at time for time. No compensation shall be given for the first 10-minutes.

*EXAMPLE: Overnight school in Milwaukee. Travel by vehicle from the hotel to the school is 5-minutes. No compensation for the travel as it is under 10-minutes.*

*EXAMPLE: Overnight school in Anchorage. Travel by vehicle from the hotel to the school is 30-minutes. Officer would receive payback for travel over the first 10-minutes, or in this example, 20-minutes travel time.*

30.2.4 For school/training scheduled on a normal workday, Officers shall be required to work their normal shift in addition to attending the school if the time of school and compensable travel is 5¼-hours or less during off duty time. If the school and travel exceeds 5¼-hours of normal off duty time, it shall serve as the officer's work day. Any time in excess of 8½-hours on an officer's normal workday shall be compensated at time for time via payback. For school/training on an officer's normal day off, the officer shall be compensated actual time in attendance including travel time.

*EXAMPLE: Early day shift officer scheduled to attend school from 12:00pm-4:00pm. Officer reports for normal shift at 6:15am. Attends school which is done at 4:00pm. Officer receives 1.3 hours payback.*

*EXAMPLE: Early day shift officer scheduled to attend school from 8:00am-12:00pm. Officer reports for normal shift at 6:15am. Attends school from 8:00am-12:00pm, returns and completes shift.*

*EXAMPLE: Afternoon shift officer scheduled to attend school from 12:00pm-4:00pm. Officer attends school beginning at 12:00pm and completes at 4:00pm. Officer returns to road duty and completes shift. Officer receives 2.3 hours payback.*

*EXAMPLE: Afternoon shift officer scheduled to attend school from 8:00am-4:00pm. Officer attends school and it serves as the officer's workday.*

*EXAMPLE: Evening shift officer working that night is scheduled to attend a school*

*from 12:00pm-4:00pm. The officer would work their shift in addition to attending the school. Officer receives 4-hour payback.*

*EXAMPLE: Evening shift officer working that night is scheduled to attend a school from 8:00am-2:00pm (6-hours). The attendance at the school would serve as the officer's work day as attendance outside of normal work hours exceeded 5¾-hours.*

- 30.2.5 Any adjustments needed to provide for the required 7½-hour break, with regard to the 14¼-hour limitation on work hours, shall be determined by the officer's supervisor.

*EXAMPLE: Night shift officer scheduled to attend full day school 8:00am-4:00pm. Attendance at the school serves as work day. 7½-hour rule must be maintained, meaning 11:30pm start time for next shift.*

- 30.2.6 The officer's supervisor shall determine whether a hotel stay shall be necessary and reimbursed. Such determination shall be made on a case-by-case basis depending on the length of travel, actual start time of the school, length of the school, potential weather condition or the like, with attention to the 14¼-hour limitation. If length of the school is one week or less, and accommodations have been made, there shall be one travel time compensated for the trip to the school, and one for the trip back, and daily on-site travel from accommodations as stated in 30.02(3). Schools lasting in excess of one week shall be reviewed on a case-by-case basis as to necessity for weekend stays. In the event the officer elects to stay at a hotel although the supervisor has not approved the stay, the officer is responsible for all costs associated with the overnight accommodations. In the event the supervisor determines a hotel stay is appropriate but the officer elects not to stay, the officer is only entitled to compensation for one round trip to and from the school, including mileage.

- 30.3 The following shall apply to the cancellation of an officer from a school or training assignment as assigned under Article 30 once notification of the school or training has been given:

30.3.1 An officer may be cancelled from an assigned schooling/training if it is determined outside of 24-hours prior to the start of the school/training that the officer is needed to complement staffing on the officer's regular shift.

30.3.2 No officer may be cancelled within 24-hours of the start of the schooling/training except as provided in #3 and #4 below.

30.3.3 Because the City is at the mercy of outside influences, schooling/training may be cancelled at any time if such a cancellation is outside of the control of the

Department. The officer will then return to their normal work assignment. (example: instructor cancellation, venue availability, severe weather prohibiting travel, events requiring extensive numbers of personnel, etc.)

30.3.4 Officers working their regular shift hours, and allowed to attend schooling/training (duty ready) taking place within Brown County, including the Sanger Powers Multijurisdictional Training Facility as part of their shift, may be cancelled or recalled from the training at any time based on staffing or immediate need.

30.4 STATE CERTIFICATION TRAINING. As part of the 1964.5-hour work year each officer is required to report for annual training totaling 25½-hours. This training shall occur on the officer's regular days off and shall involve no additional compensation.

30.5 TRAINING FOR STATE CERTIFICATION OR DISCIPLINE. The following shall apply for additional training for state certification beyond that described in 30.3 which is required to maintain employment with the City of Green Bay as a police officer, or training required as a result of disciplinary action by the Chief of Police:

- Officers shall flex their workday to attend such training.
- Attendance at such training in excess of 8½ hours on a regular scheduled work day shall be compensated at 1½-time including travel. Attendance on a regular scheduled day off shall be compensated at the overtime rate of 1½ time for actual hours in attendance including travel.

## **ARTICLE 31 BARGAINING UNIT ACTIVITY**

31.1 ACTIVITY. The Bargaining Unit agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent a Bargaining Unit representative from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, and shall not work to prevent certain routine business, such as the posting of Bargaining Unit notices and bulletins and like duties. The City agrees to make the necessary space available for the posting of Bargaining Unit notices and bulletins. Business agents or representatives of the Bargaining Unit, having business with the officers or individual members of the Bargaining Unit during the course of the working day for a reasonable time, provided that permission is first obtained from the commanding officer, or superior officer of that Bargaining Unit.

The President may conduct such activities at reasonable times in a manner which shall not interfere with the performance of assigned duties; no inquiry may be made as to the nature of the business being conducted, provided that the President advises the shift commander, who shall not unreasonably deny such permission and if such permission is denied, shall give reason therefore at the time of denial. The President shall further advise the shift commander that Union business as described in Article 31 is being conducted, the approximate time it shall take, and how he/she may be contacted in an

emergency. If President goes off road via this procedure, it shall not be considered a violation of minimum staffing.

- 31.2 NO DEDUCTION OF PAY. The employer hereby agrees not to deduct such reasonable time from the pay of such officer or member, and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of delegated employee representatives of the Bargaining Unit. The negotiating committee shall be limited to no more than 9-members however, no more than 4-members shall be off the job at one time. Officers may accumulate payback hours for contract negotiation sessions initiated by the City of Green Bay. If the Officer attends a contract negotiation session of 4¼-hours or less, the officer shall receive credit for ½-day's compensation. If the contract negotiation session duration is more than 4¼-hours, the officer shall receive one full day's compensation. These payback hours may be accumulated for up to 2-years only, then shall expire.

## **ARTICLE 32 ADVANCEMENTS & PROMOTIONS**

### **32.1 ADVANCEMENT TO ADVANCED POLICE OFFICER POSITION.**

32.1.1 Police officers shall be advanced to the position of advanced police officer upon completion of 6-years of service with the Green Bay Police Department as a police officer.

32.1.2 Upon being appointed as an Advanced Police Officer, an officer shall thereafter, and until advancement to Specialist I, be considered as an Advanced Police Officer and receive compensation as outlined in the Wage Schedule.

32.1.3 Advanced Police Officers shall be given training in the field of evidence gathering and traffic management, and after completion of the same, shall act as evidence technicians and traffic specialist.

32.1.4 In order to diversify Advanced Officers amongst the various shifts, it is agreed that each shift shall maintain a minimum of 6-Advanced Officers. In case of a shift falling short of this minimum, the department shall assign Advance Officers on the basis of inverse seniority.

32.1.5 For purposes of this section, the power shift shall be considered part of the afternoon shift.

### **32.2 ADVANCEMENT TO SPECIALIST I POSITION.**

32.2.1 Officers shall be advanced to the position of Specialist I upon completion of 11-years effective as an officer with the Green Bay Police Department.

32.2.2 Upon being appointed as a Specialist I, an officer shall thereafter, and until advancement to Specialist II, be considered as a Specialist I and receive compensation as outlined in the Wage Schedule.

32.3 ADVANCEMENT TO SPECIALIST II POSITION.

32.3.1 Officers holding the position of Specialist I shall be advanced to the position of Specialist II upon the completion of 17-years with the Green Bay Police Department.

32.3.2 On appointment as a Specialist II, an officer shall thereafter be considered as a Specialist II and receive compensation as outlined in the Wage Schedule.

32.4 PROMOTION TO LIEUTENANT.

32.4.1 Upon being promoted to the rank of Lieutenant the officer in question forfeits all Bargaining Unit seniority; accordingly, in the event that any supervisory officer returns to the Bargaining Unit on either a voluntary or involuntarily basis to a rank or position within the Bargaining Unit, that officer returns as the least senior officer within the Bargaining Unit unless it is otherwise agreed in writing by the City and the Bargaining Unit.

32.4.2 Upon appointment to Lieutenant, the appointed officer shall thereafter perform only supervisory duties in the manner and fashion described for supervisory personnel in Section 1.2.

**ARTICLE 33  
WAGE-HOUR LEGISLATION**

33.1 CHANGES IN LAW. In the event federal or state legislation is enacted concerning pay for overtime which would result in the City paying members of the Bargaining Unit overtime pay for the normal work week or day as set in this agreement, the work week and day as set shall be renegotiable.

**ARTICLE 34  
AMENDMENT PROVISION**

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

**ARTICLE 35  
SAVINGS CLAUSE**

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

**ARTICLE 36  
RESIDENCY**

36.1 Bona fide and continued residency in a 20-mile radius from the Police Department (see attached Addendum A) at 307 S. Adams Street shall be required for eligibility for the following positions or calls:

- K-9
- SWAT
- Eligibility for immediate need safety staffing shortage call-ins
- Accident reconstruction
- Immediate need detective call-ins

“Immediate need” shall be defined as a demonstrable need at the time of the call. The burden shall be on the City to show such reasonable need. The emergency nature of a detective call in shall be determined by the shift supervisor on a case-by-case basis taking into consideration factors such as the nature of the case, location and topography of the crime scene, number of witnesses, potential for contamination of the scene and other factors relevant to the exigency of securing the scene, preserving the scene or the costs of preserving the scene.

Officers living or owning property for residential purposes outside of the 20-mile radius on or before July 1, 2003, shall not be subject to the call in eligibility limitation of this article stated above.

All other officers shall live in Brown County, contiguous counties or southern Door County (below the Sturgeon Bay bridge).

Response time compensation for all officers living outside of the 20-mile radius shall not exceed ½-hour.

**ARTICLE 37  
NO OTHER AGREEMENT**

- 37.1 **EXCLUSIVE AGREEMENT.** The employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of this agreement.
- 37.2 **INCORPORATION OF AGREEMENTS.** All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties in writing will be incorporated into this agreement upon their execution and will be formally inserted into the body of the next successor agreement unless otherwise agreed to by the parties.

**ARTICLE 38**  
**CHANGES IN THE TERMS OF THIS AGREEMENT**

- 38.1 **OPENING NEGOTIATIONS.** If either party desires to negotiate any changes in this agreement to become effective after the end of the term of this agreement or any extension thereof, they shall notify the other party in writing of their desire to enter into such negotiating prior to July 15, and shall normally be completed by the last Tuesday of October.

**ARTICLE 39**  
**TERM OF AGREEMENT**

- 39.1 **TERM.** This Agreement shall be binding on both parties and effective from the 1st day of January, 2012 to and including the 31st day of December 31, 2015.

**ARTICLE 40**  
**DRUG TESTING**

- 40.1 **PURPOSE.** The purpose of this policy is to provide all sworn employees with notice of the provisions of the department drug-testing program.
- 40.2 **DISCUSSION.** It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program.

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

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

drug use.

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

#### 40.3 DEFINITIONS

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

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

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

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

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

#### 40.4 PROCEDURES.

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

- (a) No employee shall illegally possess any controlled substance.
- (b) No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
- (c) Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
- (d) Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of any controlled substance, shall immediately report the facts and circumstances to their supervisor.

- (e) Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

#### 40.4.2 Applicant Drug Testing.

- (a) Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-placement medical examination.
- (b) Applicants shall be disqualified from further consideration for employment under the following circumstances:
  - (i) Refusal to submit to a required drug test; or
  - (ii) A confirmed positive drug test indicating drug use prohibited by this policy.

40.4.3 Probationary Employee Drug Testing. All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Chief of Police or designee, and shall not exceed two tests during the probationary period.

#### 40.4.4 Employee Drug Testing.

- (a) Sworn officers shall be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:
  - (i) When treatment is sought voluntarily the following provisions shall apply: No memorandum, notation, or any record whatsoever shall be kept by the City, excepting only as necessary for the administration of its health insurance program as to any employee receiving any treatment or medical attention regarding that employee's use of any addictive substances. Additionally, the subject of any employee's use of any addictive substances shall not be referred to or considered as being in any way relevant in any consideration or procedure for discipline or promotion in the police department.

- (ii) As long as the employee seeks treatment prior to notification of a test, an employee's use of any substances covered by this drug policy shall not be the grounds or the subject matter for any discipline of any employee whatsoever if knowledge of such use was substantially gained by the City because of the employee's seeking or receiving treatment for such use.
- (b) A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- (c) A drug test shall be administered as part of all promotional procedures.
- (d) Members of the following units, as a condition of their assignment to the unit, shall be subject to random drug testing no more than two times in a calendar year:
  - (i) Emergency Response Unit.
  - (ii) Metropolitan Drug Enforcement Unit.
  - (iii) Officers assigned drug investigations on a regular basis.

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

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

- (f) Any officer, who, in the carrying on of their police duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests shall be administered and no disciplinary action shall be taken if the tests are positive under the following conditions.
  - (i) The officer was in physical danger if he did not ingest the drug or narcotic substance.
  - (ii) Nothing in this policy shall be construed as granting permission for police officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except as cited in (f) 1.
  
- (g) Beginning after ratification of a 1992 Agreement, the department shall randomly test up to 10% of the bargaining unit. Such test shall occur once per year per shift with no announcement of time or date. The method for random selection shall be such that each member of the bargaining unit has an equal chance of being selected.

#### 40.4.5 Drug Testing Procedures.

- (a) The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
  
- (b) Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID or driver's license.
  
- (c) A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
  
- (d) The bathroom facility of the testing area shall be private and secure.
  - (i) Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
  
- (e) Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances

on the drug test report form. The employee shall be permitted not more than eight hours to give a sample; during which he shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.

- (f) Employee shall have the right to request that their sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or their attorney should the original sample result in a legal dispute or the chain of custody is broken.
- (g) Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
- (h) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

40.4.6 Drug Testing Methodology. This drug policy shall in no way be applied to an employee's use of prescription drugs; nor shall it apply to alcohol.

- (a) The testing or processing phase shall consist of a two-step procedure:
  - (i) Initial screening test
  - (ii) Confirmation test
- (b) The urine sample is first tested using the initial drug screening procedure. An initial positive test result shall not be considered conclusive; rather, it shall be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
- (c) A specimen testing positive shall undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

- (d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing shall be certified as qualified to collect urine samples or adequately trained in collection procedures.
- (e) Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug-screening test.

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

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

○ Marijuana metabolite	15*
○ Cocaine metabolite	150**
○ Opiates:	
Morphine	300**
Codeine	300***
○ Phencyclidine	25
○ Amphetamines:	
Amphetamine	500
Methamphetamine	500

- \* Delta-9 tetrahydrocannabinol-9-carboxylic acid
- \*\* Benzoylcegonine
- \*\*\* 25mg/ml if immunoassay-specific for free morphine

- (f) The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.

- (g) Employees having a negative drug test results shall receive memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter shall be placed in the employee's personnel file.
- (h) Any employee who breaches the confidentiality of testing information shall be subject to discipline.

#### 40.4.7 Chain of Evidence - Storage.

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

#### 40.4.8 Drug Test Results.

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

### 40.5 ACTIONS TAKEN/POSITIVE RESULTS.

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

- (a) The exception shall be forced use as defined in Section 40.04 (4) (f) 1.

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

- (a) The officer shall be subject to mandatory random testing for a period of two years.
- (b) The Employee Assistance Program shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.
- (c) A second positive test for marijuana shall be grounds for termination.

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

40.6 REFUSAL TO SUBMIT. (1) Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

#### **ARTICLE 41 UNIT DUTIES**

41.1 UNIT JOB DUTIES. Non-supervisory job duties shall be assigned only to members of the Bargaining Unit. Ranks excluded from the Bargaining Unit are so excluded because the primary nature of their positions is to supervise personnel of the department, and accordingly they shall not be assigned to perform non-supervisory duties as part of their normal and usual job duties; provided that this restriction shall in no way restrict such personnel in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by such officers in the course of the performance of their supervisory duties (for example, a supervisor would not work radar or patrol for traffic violators, but would be expected to apprehend or arrest traffic violators who are observed by the supervisor while performing the duties of supervision of personnel).

The City and GBPPA recognize that situations may occur where it is necessary that a supervisor become involved in an incident in a manner which may be considered outside of supervisory duties. The City, however, recognizes and agrees that the primary responsibility of a supervisor is to supervise officers in their work. The labor agreement provides for the situation where an obvious emergency need exists.

In addition to the emergency exception, the GBPPA agrees that it shall not grieve incidents of supervisors taking de minimus (minor, inconsequential, minimal) police action such as being approached by a citizen with a complaint (i.e. parking complaint, dispersal of loitering parties, etc.) which shall involve little time and keeps the supervisor in their primary duties of supervising the employee. However, if the incident becomes more involved than initially determined, then a unit shall be dispatched to the incident to take over the call. Situations must be weighed with efficiency and public service in mind, with constant re-evaluation of the situation in order to regain the functioning capacity of a supervisor.

- This restriction shall in no way restrict such personnel (supervisor) in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by a supervisor in the course of the performance of their supervisory duties.
- A supervisor would not work an OWI from beginning to end, but would be expected

to apprehend or arrest a traffic violator who is observed by the supervisor while performing the duty of supervising personnel.

- A supervisor would be expected to take de minimus police action related to a situation that arises in front of them and requires immediate police action and then turn this incident over to patrol units when/if further action is necessary (i.e. report is needed).
- The issues of unforeseen, emergent/emergency and or immediate need for police action allow for the supervisor to take action and once that initial action is taken to address these issues, patrol units, if not already on scene, shall be dispatched to take over the call and the supervisor shall return to their supervising capacity.
- The concepts of public service, efficiency, and unit duties are satisfied by: 1) the supervisor unit taking action in the unforeseen, emergent or need for immediate police action situations, 2) the patrol unit taking over the situation and performing the job functions of a patrol unit, and 3) the supervisor returning to their primary supervisory function.

Should a concern arise as to whether any action by a supervisor is not of a de minimus nature, or did not arise out of an emergent situation requiring immediate police action, the GBPPA agrees to first bring the concern to the attention of a ranking supervisor, Commander or above, as soon as possible after the concern arises. The City and the GBPPA agree to waive the contractual timelines regarding the filing of any grievance until the City and GBPPA have the opportunity to investigate and discuss the matter.

The Supervisory Unit shall perform Voice Stress Analyzer tests for internal affairs purposes, background checks, and other issues requiring a supervisory employee to perform such tests; Unit members shall perform all criminal investigation tests unless a supervisory employee is required or a qualified unit member is not available and a qualified supervisory employee is, and there is an immediate need to take the test for use in an interrogation then taking place.

- 41.2 COMMUNITY SERVICE INTERNS (CSI). The duties of the CSI shall be assigned at the direction of the City. CSI's shall also perform the following duties which by this agreement may encroach on the duties regularly and customarily performed by members of the GBPPA. CSI's shall provide neighborhood based public service such as directing residents to proper resources, educating individuals and groups on various neighborhood problems and issues, quality of neighborhood and life issues, and provide other community based service support to the residents as directed by the City.

In addition, CSI's shall provide support to the Department, assisting in some duties historically performed by GBPPA members. CSI's shall work with sworn personnel in various divisions within the department under the general supervision of the

Department CSI supervisor. CSI's shall complete minor complaint reports similar to those taken over the phone by front desk personnel, and perform follow-up work on reports generated from citizen on-line incident reports. CSI's shall provide assistance in areas such as answering telephone calls, assisting citizens who come to the station for assistance, filing paperwork, and other similar de minimis activities.

CSI'S shall provide support to the patrol function in areas such as assisting with traffic control, (i.e. providing traffic direction, disabled vehicles, traffic hazards), crossing guard duty, animal complaints, lost and found, and other similar de minimis activities.

As this CSI support concept progresses, any changes that may infringe on work duties of the GBPPA shall be discussed. If the GBPPA feels any duties assigned to CSI's which encroach on officers duties do not fall within this agreement, the GBPPA and the City shall open discussions to resolve the matter. If the matter is unable to be resolved, the GBPPA retains the rights to grieve the matter as defined in Article 3 of this Agreement. CSI's shall not be used to replace or supplant sworn officers at any special event overtime or other overtime opportunities that are normally and customarily worked by sworn officers of the Department.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF GREEN BAY

POLICE BARGAINING UNIT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
City Clerk

SCHEDULE A  
WAGE SCHEDULE

Classification	Effective January 1, 2012		2% Effective August 24, 2014		4% Effective February 22, 2015	
	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly
New Hire (Step I)	\$ 20.97	\$1,583.74	\$ 21.38	\$1,615.47	\$ 22.24	\$1,680.45
After 1 Year (Step II)	\$ 23.55	\$1,779.00	\$ 24.02	\$1,814.95	\$ 24.98	\$1,887.49
After 2 Years (Step III)	\$ 26.14	\$1,974.25	\$ 26.65	\$2,013.67	\$ 27.72	\$2,094.52
After 3 Years (Step IV) Patrol Officer (Top Patrol)	\$ 28.72	\$2,169.51	\$ 29.29	\$2,213.15	\$ 30.46	\$2,301.56
Advanced Patrol Officer	\$ 29.32	\$2,214.81	\$ 29.91	\$2,260.00	\$ 31.11	\$2,350.67
Specialist	\$ 30.94	\$2,337.07	\$ 31.56	\$2,384.67	\$ 32.82	\$2,479.88
Specialist II	\$ 33.07	\$2,498.21	\$ 33.73	\$2,548.64	\$ 35.08	\$2,650.64

A) Entry level patrol officer shall progress to the top patrol rate according to the following formula:

Step 1-Hire	= 73% of base
Step 2-After 1 Year	= 82% of base
Step 3-After 2 Years	= 91% of base
Step 4-After 3 Years	= Base

B) The City shall have the right to employ new employees at Step 2 of the pay schedule provided that such employees have at least twelve months experience as police officers with a comparable department. Such employees shall then advance according to the pay schedule.

C) Temporary Assignment Pay. Whenever an officer is assigned to perform the duties of a higher-ranking officer for a period of one complete shift or more, s/he shall be compensated at the rate of pay of the higher ranked officer.

APPENDIX A  
INVERSED ROAD OVERTIME EXAMPLES

INVERSE SITUATIONS:

- Road overtime known outside of 2-hours of need and unable to fill.
- Road overtime first known inside of 2 hours for next shift (aka: holdover for safety staffing).
- Road overtime – odd times not abutting a shift.
- Special event / non-road overtime.
- NOTE: 14¼ hour limitation applies to all inverse situations.

INVERSED ROAD OVERTIME KNOWN OUTSIDE OF 2 HOURS OF NEED:

- Posting that was unable to be voluntarily filled.
- Call-in that no officer voluntarily accepted.

Approx. Time Key That Abuts A Shift	Filled By
6:15a – 7:30a	No safety staffing during these hours.
7:30a – 11:00a	JR night shift outgoing not on their Friday, given OT from 6:45a – all must understand increase of hours.
11:00a-2:15p	JR afternoon shift oncoming
2:15p-7:00p	JR of EARLY day shift outgoing and evening shift oncoming
4:00p – 7:00p	JR of LATE day shift outgoing and evening shift oncoming
7:00p – 10:15p	JR night shift oncoming
10:45p – 3:30a	JR afternoon shift outgoing
3:30a – 6:15a	JR of evening shift not on their Friday outgoing and EARLY day shift oncoming

INVERSED ROAD OVERTIME FIRST KNOWN INSIDE OF 2 HOURS OF NEED FOR NEXT SHIFT (AKA: Holdover for safety staffing)

- Late sick call in most common

Time Needed	Filled By
6:45a	JR night shift outgoing not on their Friday, given OT from 6:45a

2:15p	JR early day shift outgoing
4:00p	JR late day shift outgoing
10:45p	JR afternoon shift outgoing
3:30a	JR evening shift outgoing not on their Friday

#### INVERSED ROAD OVERTIME ODD SLOT THAT DOES NOT ABUT A SHIFT

#### INVERSED NON-ROAD OVERTIME (Special Event, special duties overtime)

- If necessary to fill this type of overtime, shall need to resort to contractual language of determining “junior officer on their workday” within their workweek.
1. Determining what is a workday within a workweek.
    - Days: 12:00am first day back through 11:59pm last work day
    - Afts: 12:00am first day back through 11:59pm last work day
    - Even: 12:00am first day back through 11:59pm during their last shift even though they work beyond to 3:30am (in other words the last 3½ hours of work is on their off day)
    - Nights: 12:00am the morning of first day back through 11:59pm during their last shift even though they work beyond to 6:45am (in other words the last 6¾ hours of work is on their off day)
  2. What is the actual calendar date of the individual overtime slot (not the roster date you are filling)? That is the date used to determine the pool of officers to choose from.
  3. The junior officer on their workday is inversed.
  4. Should no officer on a workday be eligible, then it falls to junior officer on their day off in order of the following pools;
    - a. Officers on regularly scheduled days off with no time off taken on either end.
    - b. Officers on regularly scheduled days off or on off time not associated with one of the three yearly vacation picks.
    - c. Officers on time off associated with one of the three yearly vacation picks including regularly scheduled days off adjacent to that time off.

#### DEVIATIONS OF OFFICERS NORMAL WORK SCHEDULE AND APPLICABILITY

- PARTIAL DAY OFF TAKEN (including partial trade off): are still eligible to be inversed so long as the time to be filled is connected to the officer still being on duty. The officer working the partial trade cannot be inversed.
- WORKING PARTIAL TRADE ON A DAY OFF: are still on their day off and not eligible to be inversed.

- FULL TRADE ON A DAY OFF: are considered on a workday.
- FULL SHIFT OF OVERTIME ON A DAY OFF: are considered on a workday.
- PARTIAL SHIFT OF OVERTIME ON A DAY OFF: are still on their day off and not eligible to be inversed.
- WORKING NON-ROAD OT: are not eligible to be inversed and are not in the “holdover” voluntary pool.

#### INVERSING PROTOCAL SCENARIOS 4-7-10

Time needed: 7:30a – 11:00a

Day shifter calls in at 5:00a shorting the shift. Need an officer at 7:30a. Full call in must be done as time needed is outside of the 2-hours mark. No takers. Inverse the junior night shift officer outgoing not on their regular Friday and works from 6:45pm. Same time slot needed but was a posting that no one took. Go directly to junior night shift outgoing and works from 6:45a.

Time needed: 11:00a – 2:15p

Call in was done for the time slot and there were no takers. Junior afternoon shift officer oncoming gets inversed.

Time needed: 3:30a – 6:15a

Posting came down/call in done and no takers. Junior officer from evening shift outgoing not on their regular Friday, and early day shift oncoming is inversed.

Same time needed, but shortage was due to a night shifter going home sick at 2:00a. This is within the 2-hour mark and junior evening shifter not on their regular Friday is inversed.

Time needed: 6:00p – 7:00p

This abuts the evening shift. Call in/posting was done and no takers. Junior evening shifter oncoming is inversed.

Time needed: 11:00a – 1:00p

Officer takes the time off sick for a Dr. appointment and it creates a shortage. A call in/posting is done and no takers. An officer is on OT on their day off until 11:00a but declines the OT but happens to be junior. Cannot inverse the officer on OT as it is still considered a day off. Neither time needed abuts a shift. You would need to determine the junior officer on their workday and inverse.

Time needed: 5:00a

Officer on night shift goes home sick and creates an immediate shortage. 5.7.2.c kicks in as it is within 3-hours of the end of the shift. Filled by a call in of the early day shift. If no takers, junior is inversed.