

AGREEMENT

BETWEEN

CITY OF GREEN BAY

AND

GREEN BAY PROFESSIONAL POLICE ASSOCIATION

2009-2011

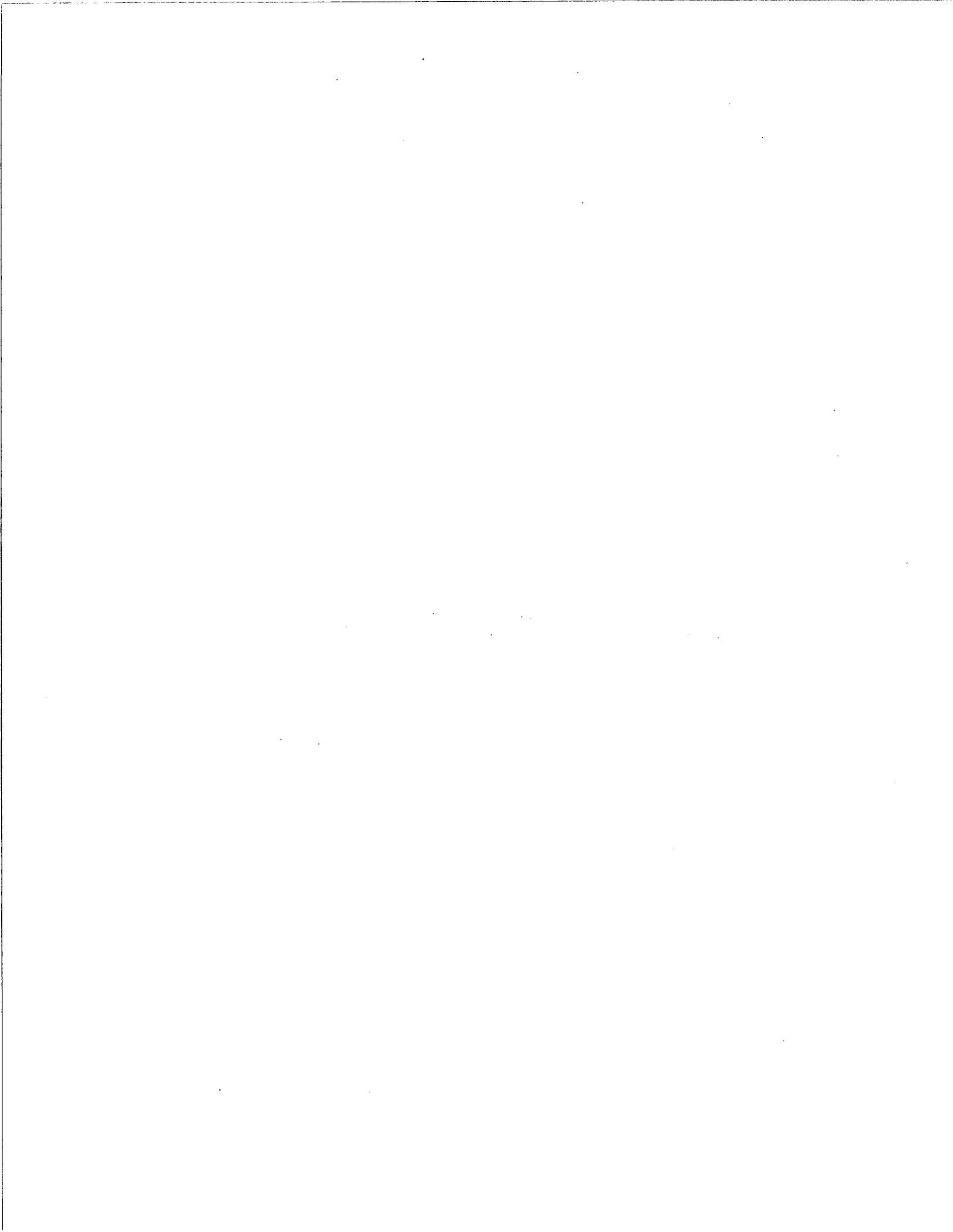


TABLE OF CONTENTS

	Page
ARTICLE 1. RECOGNITION/MANAGEMENT RIGHTS	3
ARTICLE 2. PURPOSE OF AGREEMENT	4
ARTICLE 3. GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS	4
ARTICLE 4. HOURS.....	6
ARTICLE 5. SHIFT ASSIGNMENTS.....	8
ARTICLE 6. OVERTIME	14
ARTICLE 7. SELECTION PROCEDURE FOR POLICE SCHOOL LIAISON PROGRAM K-9 UNIT AND ERU	19
ARTICLE 8. RETIREMENT	25
ARTICLE 9. PAY PERIOD	25
ARTICLE 10. PAY SCHEDULE	25
ARTICLE 11. SHIFT DIFFERENTIAL.....	25
ARTICLE 12. CLOTHING/EQUIPMENT ALLOWANCE.....	26
ARTICLE 13. DUTY INCURRED DISABILITY PAY	27
ARTICLE 14. VACATIONS	27
ARTICLE 15. VACATION PAY USED FOR SICKNESS.....	29
ARTICLE 16. SICK LEAVE	29
ARTICLE 17. HEALTH AND DENTAL INSURANCE	31
ARTICLE 18. LIFE INSURANCE	32
ARTICLE 19. JURY DUTY.....	32
ARTICLE 20. FUNERAL LEAVE	33
ARTICLE 21. LONGEVITY.....	33
ARTICLE 22. DUES DEDUCTION	33

ARTICLE 23. FAIR SHARE.....	34
ARTICLE 24. HOLIDAYS	34
ARTICLE 25. PERSONAL LEAVE DAYS.....	34
ARTICLE 26. DISCIPLINE.....	35
ARTICLE 27. LEAVES OF ABSENCE	37
ARTICLE 28. MILITARY LEAVE.....	37
ARTICLE 29. EDUCATION CREDITS.....	38
ARTICLE 30. TRAINING	38
ARTICLE 31. BARGAINING UNIT ACTIVITY.....	39
ARTICLE 32. ADVANCEMENTS & PROMOTIONS	40
ARTICLE 33. WAGE-HOUR LEGISLATION	41
ARTICLE 34. AMENDMENT PROVISION.....	41
ARTICLE 35. SAVINGS CLAUSE.....	41
ARTICLE 36. RESIDENCY	41
ARTICLE 37. NO OTHER AGREEMENT	42
ARTICLE 38. CHANGES IN THE TERMS OF THIS AGREEMENT	42
ARTICLE 39. TERM OF AGREEMENT.....	42
ARTICLE 40. DRUG TESTING	43
SCHEDULE A - WAGE SCHEDULE.....	51
WELLNESS INCENTIVE QUALIFIERS	52
ATTACHMENT A – MD ALERT SIGN-OFF FORM	54
SUMMARY OF HEALTH INSURANCE CHANGES.....	55
MODIFICATION OF PREVENTIVE CARE BENEFIT	56
HRA IMPLEMENTATION MEMORANDUM	57

**CITY OF GREEN BAY - POLICE DEPARTMENT
LABOR CONTRACT
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

1.01 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, 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.

1.02 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 Supervisory Unit will perform Voice Stress Analyzer tests for internal affairs purposes, background checks, and other issues requiring a supervisory employee to perform such tests; Unit members will 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.

1.03 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

45 government and the number and kinds of classifications to perform such services, to change
46 existing methods or facilities, and to determine the methods, means and personnel by which
47 City operations are to be conducted. The City agrees that it may not exercise the above rights,
48 prerogatives, powers or authority in any manner which alters, changes or modifies any aspect
49 of the wages, hours or conditions of employment of the Bargaining Unit, or the terms of this
50 agreement, as administered, without first collectively bargaining the same or the effects
51 thereof.

52

53 **ARTICLE 2. PURPOSE OF AGREEMENT**

54

55 2.01 GENERAL. It is the intent and purpose of the parties hereto that this agreement shall
56 promote and improve working conditions between the City and the Green Bay Police
57 Department Bargaining Unit and to set forth herein rates of pay, hours of work, and other
58 terms and conditions of employment to be observed by the parties hereto. In keeping with the
59 spirit and purpose of this agreement, the City agrees that there shall be no discrimination by
60 the City against any employee covered by this agreement because of membership or activities
61 in the Bargaining Unit, nor will the City interfere with the right of such employees to become
62 members of the Bargaining Unit. The City retains all rights, powers, or authority that it had
63 prior to this contract.

64

65 2.02 DISCRIMINATION. Neither the Employer nor the Union shall discriminate in any manner
66 whatsoever against any employee as defined in Section 111.32 et seq. of the Wisconsin
67 Statutes.

68

69 **ARTICLE 3. GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS**

70

71 3.01 GRIEVANCE DEFINITION. A grievance is defined as any complaint involving wages, hours
72 and conditions of employment of members of the bargaining unit, other than proceedings
73 conducted pursuant to Section 62.13, Wis. Stats. A grievant may be an employee or the Union.
74 Upon the mutual agreement of the parties hereto, grievances involving the same issues may be
75 consolidated in one proceeding.

76

77 3.02 SUBJECT MATTER LIMIT. Only one subject matter shall be covered in any one grievance.
78 A written grievance shall contain the name and position of the grievant, a clear and concise
79 statement of the grievance, the relief sought, the date the incident or violation occurred and
80 the signature of the grievant and the date.

81

82 3.03 CHIEF INVESTIGATION. The Chief of the department may confer with the Union and
83 such employees or other persons he deems appropriate before making his determination.

84

85 3.04 COMPUTATION OF TIME. The days indicated at each step should be considered a
86 maximum. Working days as used in this article shall mean Monday through Friday, excluding
87 holidays. The failure of the party to file or appeal the grievance in a timely fashion as provided
88 herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a

89 timely fashion shall have the right to automatically proceed to the next step of the grievance
90 procedure. The time limits may be extended by mutual consent.

91
92 3.05 WAIVER OF STEPS. Steps in the procedure may be waived by mutual agreement of the
93 parties.

94
95 3.06 STEPS AND PROCEDURE.

96
97 (1) STEP ONE. The grievant or a Union representative on his/her behalf shall have
98 the right to present the grievance in writing to the Chief within twenty (20) working days after
99 he/she or the Union knew or should have known of the event giving rise to such grievance. The
100 Chief shall furnish the grievant and the Union representative an answer within ten (10) working
101 days after receiving the grievance.

102
103 (2) STEP TWO. If the grievance is not satisfactorily resolved at the first step, the
104 grievant or the Union representative shall prepare a written grievance and present it to the
105 Human Resources Director within ten (10) working days of the Chief's response. The Human
106 Resources Director shall review the grievance and shall respond in writing within ten (10)
107 working days after his receipt of the written grievance.

108
109 (3) STEP THREE. If the grievance is not resolved at the second step, the grievant or
110 the Union representative shall present the written grievance to the Personnel Committee
111 within ten (10) working days of the Human Resources Director's response. The Personnel
112 Committee shall review the grievance and respond in writing within five (5) working days after
113 their decision, which shall be made at the next regularly scheduled Personnel Committee
114 meeting. In reaching their decision the Personnel Committee may hold a fact-finding hearing
115 after having received a written statement of fact and position by each party. The grievant and
116 the Union shall be given a five (5) working day notice of said hearing.

117
118 (4) STEP FOUR. If no agreement is reached in step 3, the dispute may be referred to
119 arbitration. The party desiring arbitration shall, within fifteen (15) working days of receiving the
120 Personnel Committee decision, petition the Wisconsin Employment Relations Commission for
121 arbitration with a copy of such petition sent to the other party.

122
123 3.07 GRIEVANCE ARBITRATION PROCEDURE.

124
125 (1) ACCESS TO RECORDS. The employee or his/her bargaining unit shall have access
126 to the City's investigative file and all other pertinent documents or information once a
127 disciplinary action has been meted out, but no sooner than three (3) days after such discipline
128 has been meted out. Access to the employee's personnel file shall be subject to the restrictions
129 of Section 103.13 (3) Wis. Stats. Nothing in this paragraph shall prohibit or restrict the City
130 from taking a statement of the employee as part of an investigation to determine whether the
131 employee should be disciplined.

132

133 (2) DISCLOSURE OF WITNESSES. Any time after step 2 of the grievance procedure,
134 either party may demand a list of witnesses that the other party intends to call by furnishing
135 the other party with a list of witnesses of the demanding party. The other party, upon whom
136 the request is made, shall respond to that request within three (3) working days of the date of
137 the request. The parties shall be under a continuing obligation to update and supplement the
138 list of witnesses so provided. Any witness not identified in response to a demand before the
139 date of the informal pre-hearing conference shall not be allowed as a witness in the case in
140 chief in these proceedings.

141

142 (3) DEPOSITIONS.

143

144 (a) Once a witness has been identified pursuant to the procedures set forth above, that
145 witness may be deposed.

146

147 (b) Either party may identify witnesses they intend to call in these proceedings
148 without receiving a demand from the other party. Upon identification of such witness, the
149 party so identifying the witness shall, upon notice to the other party, be permitted to depose
150 that witness for purposes of perpetuating testimony for the grievance hearing.

151

152 (c) Any depositions taken, whether during the investigation of the actions leading
153 up to the discipline or at any point thereafter, may be used by either party at any step in the
154 grievance procedure as may be otherwise provided by law.

155

156 3.08 COSTS. The party initiating the grievance shall pay for the administrative costs for
157 initiating arbitration. Any other expenses or costs of the arbitration proceeding, including fees
158 of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be
159 conducted in the City of Green Bay at a mutually agreeable time.

160

161 3.09 DECISION OF ARBITRATOR. The decision of the arbitrator shall be limited to the subject
162 matter of the grievance. The arbitrator shall not modify, add to or delete from the express
163 terms of this Agreement. The arbitrator's decision shall be final and binding.

164

165 3.10 REPRESENTATIVES. The Bargaining Unit may appoint representatives of the bargaining
166 unit and shall inform the City of the names of the individuals so appointed and of any change
167 thereafter made in such appointments. The City shall allow the representatives the necessary
168 time to process grievances during the course of the duty day.

169

170 **ARTICLE 4. HOURS**

171

172 4.01 NON-SHIFT EMPLOYEES. The work schedule for non-shift employees shall be equalized
173 with that of the shift employees subject to approval of the supervisor. Approval shall not be
174 unreasonably withheld. The workday for non-shift employees shall be a maximum of eight and
175 one-half hours.

176

177 4.02 SHIFT EMPLOYEES.

178

179 (1) The work week for shift employees shall consist of five (5) duty days with three
180 (3) days off in a repeating cycle. The work week for non-shift employees shall be five (5) duty
181 days during the normal work week with weekends off, as modified by the schedule set forth in
182 the departmental reorganization of October, 1986 and shall be administered as to each
183 employee as it now is.

184

185 (2) The normal tour of duty shall be eight and one-half (8½) hours including roll call
186 time. However, officers may return to the station after eight and one-quarter (8¼) hours in
187 order to submit all usual and required written reports and information and to ascertain that
188 they have been properly and correctly submitted before leaving the premises. In no event shall
189 the completion of a required report become a matter involving overtime except with approval
190 or at direction of the officer's supervisor.

191

192 4.03 TAKING OF OFF TIME. Officers may select, or pick, off time (vacation, personal days,
193 compensatory time, accumulated overtime, and the like) outside of the normal vacation
194 selection or pick procedure not more than forty-five (45) days before the day(s) in question in
195 the following manner:

196

197 (1) No such selection or pick shall be made more than forty-five (45) days before the
198 day in question.

199

200 (2) Within forty-five (45) days, but more than thirty (30) days of the date in
201 question, selection or picks may be made to the extent of the number of positions allowed off
202 under the Labor Agreement regardless of staffing requirements and within applicable rules
203 regarding seniority, off day groups, number of days per selection, and other pertinent rules.

204

205 (3) Within thirty (30) days but not less than twenty-four (24) hours prior to the start
206 of the time off requested, such selection shall be on a first come, first serve basis regardless of
207 seniority up to the number of officers allowed off under the Labor Agreement regardless of
208 staffing requirements. The shift commander or other designated supervisor may, in his/her
209 sole discretion, allow more officers off than the number of officers allowed off under the Labor
210 Agreement regardless of staffing requirements in accordance with the above procedures for
211 identifying the officers. In no event may an officer select time off without twenty-four (24)
212 hours notice prior to the start of the time off requested, to the shift commander or other
213 designated supervisor, but a shift commander or other designated supervisor may, in his sole
214 discretion, waive the twenty-four (24) hour notice for reasons found sufficient.

215

216 For purposes of this provision, officer means an eight and one-half (8½) hour shift.

217

218 4.04 FLEX TIME. Officers will not be allowed to flex their hours in a workday except
219 as explicitly provided for in the labor contract or specifically agreed to in writing
220 between the City and the Association from time to time.

221 The Narcotic Canine Handler may flex his/her work hours on their workday with
222 supervisory approval.

223
224 The Training Division supervisory staff may assign the Rangemaster to other shifts or
225 work hours on their normal workday for training purposes.

226
227 Officers who work an administrative schedule (5-2, 4-3) may work on their flex day with
228 supervisory approval during their last five years of work before their declared retirement date.

229

230 **ARTICLE 5. SHIFT ASSIGNMENTS**

231

232 5.01 ASSIGNMENTS IN GENERAL. Assignments to shift positions shall be by seniority among
233 those persons possessing the qualifications for the position to be filled. Assignments shall be
234 made and persons with appropriate qualifications and seniority may bid for shift positions only
235 when a vacancy exists in such position.

236

237 5.02 SHIFT TRADING. Officers shall be allowed, upon request, to have another officer
238 substitute for the requesting officer on any given tour of duty under the following conditions:

239

240 (1) The substitute officer shall be of the same rank and have the same general job
241 description as the requesting officer (i.e., patrol officer and patrol officer; detective and
242 detective, etc.).

243

244 (2) The request shall be in writing and approved by the shift commander or
245 supervisor of both the requester and substitute, which said approval shall not be unreasonably
246 withheld.

247

248 (3) The consideration to the substituting officer, such as the requesting officer
249 substituting for the substituting officer in the future, shall be strictly between said officers,
250 without the City having any obligation whatsoever to be involved in enforcing any such
251 agreement.

252

253 (4) No trade may be made if the trade, when made, would result in an officer
254 working more than 14-1/4 hours, in a combination of shift trade, training, duty hours and/or
255 overtime, in any 24-hour period.

256

257 (5) An officer who makes a partial trade with an officer on a contiguous shift with a
258 30 minute overlap will remain on duty an additional 15 minutes at the end of that shift without
259 any additional compensation.

260

261 5.03 TRAINING OF NEW PERSONNEL. The training of new officers shall be conducted
262 pursuant to the departmental field training program under the provisions of this contract,
263 excepting that while in training, the department shall have the right to assign shifts, groups,
264 jobs, and duties as is necessary or proper under the training program, and all selection rights in

265 regard to the same contained in this contract will not apply to such officers; provided that in all
266 instances the provisions regarding the length of the work day, the work week, provisions
267 regarding pay, including overtime (except such officers may not bid, or be inversed, for normal
268 overtime) shall apply.

269
270 5.04 TEMPORARY ASSIGNMENTS. The Chief may, upon written notice to the Bargaining Unit,
271 temporarily assign officers to special duties or projects for a period of up to 30 days; provided
272 however that no officer may be temporarily assigned to any duties or projects which have
273 historically been or normally are performed by or assigned to Bargaining Unit members as part
274 of their job duties. If the assignment is voluntary, no premium pay shall be earned by the
275 officer. An officer's performance of any temporary assignment shall not impact on promotion
276 (excepting that such might increase the officer's personal knowledge or experience), and shall
277 not become part of the officer's personnel file or work record for promotional purposes.

278
279 5.05 DAYLIGHT SAVINGS. When clocks are adjusted for "Daylight Savings Time" employees
280 shall be compensated according to the clock rather than actual hours worked. Overtime shall
281 commence after eight "clock" hours.

282
283 5.06 SPECIAL PROJECTS. The Chief may post special projects not to exceed 60 days.

284
285 The special projects shall be awarded to the most senior eligible posting officer in accordance
286 with this paragraph. In order to allow all officers an opportunity to participate in special
287 projects, officers who have accepted a project will be placed on another list by seniority which
288 shall be used for special projects after all on the preceding list have been offered future special
289 projects.

290
291 The length of the special project may be extended upon mutual agreement with the Association
292 for a period of up to 30 additional days. Approval for such extension shall not be unreasonably
293 withheld.

294
295 The following positions will not be eligible for special assignment:

296	Photo/ID	Liaison
297	Canine	Bailiff
298	Drug Unit	Crime Prevention
299	Range Master	Narcotic Canine
300	Detective	Community Policing Officer

301
302 Identical special projects shall not be posted more than two consecutive times except for good
303 cause shown or by mutual agreement.

304

305 5.07 SAFETY STAFFING.

306
307 (1) Policy. Both the City and the Bargaining Unit keep officer safety as a foremost
308 priority in all aspects of working conditions. It is recognized that the primary safeguard for
309 officers is the police force itself, with each officer receiving protection through teamwork with,
310 backup for or by, and general interdependency with other officers.

311
312 (2) Staffing Requirements. In order to serve the above general policy, the following
313 minimum officer safety staffing shall be maintained at all times, subject only to the provisions
314 of subparagraph (3) and Section 5.09 below:

315
316 (a) Two road supervisors, in addition to the shift commander, are contemplated by
317 these staffing provisions; however supervisors are not necessary to meet the policy objectives,
318 and the Chief in the exercise of his discretion, or his designee may from time to time determine
319 to add one or two patrol officers to the complement of patrol officers under subparagraph (b)
320 below in lieu of one or both road supervisors.

321
322 (b) A minimum of twelve uniform officers shall be on active patrol duty in the City
323 from 6:30 a.m. until 7:00 p.m. with the exception of the period between the start of the early
324 day shift and the start of the late day shift. From 7:00 p.m. until 3:30 a.m. this minimum will
325 increase to 16 officers, however may be reduced to 14 because of absences due to officers
326 going home during shift due to illness. From 3:30 a.m. until 6:30 a.m. minimum staffing may be
327 reduced to ten patrol officers on duty. To count for minimum safety staffing, an officer cannot
328 be in training, must be operating a squad or mounted on a motorcycle, and only one officer per
329 vehicle may be counted.

330
331 The City of Green Bay and the Green Bay Police Bargaining Unit agree to the following as
332 limitation on the remedy for a failure of the City to have on-duty the minimum staffing levels
333 required under Section 5.07(2)(b) of the contract:

334
335 (1) Unintentional violations:

336
337 (a) Any officer(s) who would have had an opportunity to volunteer for or be called
338 in to duty under the overtime posting/call-in procedure of the department will be granted the
339 right to work paid overtime for the period of time during which staffing levels were below that
340 required under Section 5.07(2)(b).

341
342 (b) The right to work the overtime shall be exercised within six (6) months of the
343 officer being notified of the right by the department or will be lost.

344
345 (c) The officers may work the overtime at a time of their own selection, and when
346 such overtime is worked, the officers shall not be considered part of the staff on duty for
347 purposes of determining staffing levels under Section 5.07(2)(b).

348

349 (d) The right to work overtime accumulated as a result of a violation of Section
350
351 5.07(2)(b) shall be worked in segments of at least two (2) hours.

352
353 (2) Intentional violations:

354
355 If the violation of Section 5.07 (2) (b) is intentional on the part of the supervisor, the officer will
356 be paid overtime for the time the minimum staffing level was not met. In addition, if there has
357 been an admitted, agreed, or proven (demonstrated before the Personnel Committee)
358 intentional violation of Section 5.07 (2)(b) by a particular supervisor, there will be a
359 presumption that any other violation of Section 5.07 (2)(b) by that supervisor for the next one
360 (1) year period will be deemed intentional. This will be a rebuttable presumption (it would not
361 be automatic, but if there was evidence of any unintentional violation, that evidence could be
362 considered).

363
364 (c) Unexpected deviations below minimum staffing on any given shift within three (3)
365 hours of the end of that shift will be filled by telephone posting of the members of the
366 oncoming shift.

367
368 (d) "On patrol duty" shall mean a uniformed trained officer being assigned to perform
369 during the shift tour of duty the usual and customary duties of active police patrol within a zone
370 or other area of the city designated by the Chief or his designee; provided such shall not include
371 officers performing specialized, specific, or designated duties, such as the Designated Patrol
372 Unity, the contemplated Metro Unit, and the like.

373
374 (3) Shift Commander Discretion. Due to the exigency and emergency nature of
375 police work, deviation from staffing and assignment requirements within the work day are
376 inevitable, and shift commanders shall have the discretion to direct the work force to meet
377 unexpected situations, events or occurrences arising from time to time; provided that
378 deviations shall not be allowed for expected situations or events, or those which reoccur on a
379 regular basis so that they may be planned for.

380
381 (4) Dispatch. No officer shall be assigned dispatch duties who has less than two
382 years of experience as a Green Bay police officer, unless otherwise agreed upon by the parties.

383
384 5.08 GROUP SELECTION. Assignments to groups shall be selected by departmental seniority
385 as follows.

386
387 (1) Current group assignments shall be continued, and no bumping shall be allowed;

388
389 (2) When a vacancy in any group occurs on a shift, such shall be posted for selection
390 by all officers qualifying to fill such a position, including the officers already assigned to the
391 shift;

392

393 (3) Officers being newly assigned to a shift shall be assigned to a group having a
394 vacancy after the posting under subparagraph (2) above.

395
396 (4) When an officer leaves a shift because of a move that entitles the officer to
397 return to the shift at a later date, that officer shall be treated as a newly assigned officer to the
398 shift under subsection (3) above, unless agreed otherwise by the City and the Bargaining Unit
399 before the officer leaves the shift.

400
401 5.09 MUNICIPAL COURT PRISONERS. Notwithstanding the rules regarding officer safety
402 staffing and supervisory officers performing duties of bargaining unit members, one patrol
403 officer may be assigned to the municipal court for prisoner control on Mondays, and
404 supervisory officers may be assigned to such duties at any time deemed advisable by the shift
405 commander.

406
407 5.10 ASSIGNMENT OF POSITIONS.

408
409 (1) Assignments to job or duty positions shall be made only when a vacancy exists,
410 and there shall be no bumping. Job or duty position vacancies shall be posted and assigned on
411 the basis of seniority amongst those bidding as follows:

412
413 (a) The positions of Detective, Photo-Ident Technician, Range Master, and
414 Communications officer shall be first assigned to the most senior Specialist II, and if none bid,
415 then to the most senior Specialist I, and if none bid, then to the most senior Advanced Patrol
416 Officer.

417
418 (b) Positions within the uniform Operations Department shall be assigned to the
419 most senior police officer bidding.

420
421 (2) Desk/Truancy Officer – Assignment to the desk officer and truancy officer will be
422 made as follows:

423
424 (a) First to officers on light duty under the light duty assignment policy of the City.

425
426 (b) Second to officers signing a posting indicating that they would like to be assigned
427 to the position and assignments to be made on a rotating basis from this sign up sheet.

428
429 (c) If there are no officers on light duty to be assigned, and no officer has indicated
430 an interest in filling the position, the position will be assigned to officers on a rotating basis.

431
432 (d) The City is not committed to staffing either of these positions (the truancy office
433 position is currently not staffed) and reserves all of its management rights in regards to staffing
434 decisions.

436 (3) Appointment to the Dive Team. Appointment to the Dive team shall be made by
437 seniority among candidates meeting the following requirements:

438

439 (a) Minimum of three (3) years as a police officer.

440

441 (b) Be willing to complete a physical fitness (swim) test administered by the Dive
442 Team commander and dive members.

443

444 (c) Favorable review by Dive Commander and team members.

445

446 (d) Be willing to attend Dive Team training as required.

447

448 (e) Be willing to respond to Dive Team call-ups pursuant to the procedures for
449 allocation of overtime assignments under Article 6, and perform the duties as required by the
450 OIC in charge (i.e. drivers, linetenders or other duties) excluding assignment as boat driver.

451

452 (f) Be willing to attend SCUBA certification training and any other training deemed
453 necessary by the Dive Team Commander.

454

455 (g) Be willing to follow all procedures and guidelines set forth in the Dive Team
456 Policy of the Green Bay Police Department. Applicants should review the policy prior to signing
457 up.

458

459 (h) The Dive Team Commander or designee shall remove members from the Dive
460 Team only for cause or by written request of team leader and a majority of the members.

461

462 (i) Dive Team Members will be subject to the residency requirements as outlined in
463 Article 36, Residency, of the labor contract.

464

465 (4) Appointment to Harbor Patrol: Selection to the Harbor Patrol will be made by
466 seniority through a department posting. When trained, officers assigned to the unit will be
467 deemed qualified to receive assignment to patrol the Fox River within the City of Green Bay and
468 operate the Dive Team Boat under the procedures for allocation of overtime assignments
469 contained in Article 6. The Harbor Patrol or Dive Team is at the mercy of the weather,
470 therefore, the assignment may be cancelled at any time prior to the scheduled starting time
471 without relief. Once the assignment starts and, in the case of the Harbor Patrol if it was
472 scheduled for 3 hours or more, there will be a minimum of three hours paid. The decision to
473 cancel a Harbor Patrol assignment will be made by a Harbor Patrol supervisor or the Shift
474 Commander and the decision to cancel Dive Team Boat assignments will be made by the OIC in
475 charge.

476

477 **ARTICLE 6. OVERTIME**

478
479 6.01 OVERTIME PAYABLE. Employees will be compensated at the rate of time and one-half
480 (1½) based upon their normal rate of pay for all hours worked in excess of the scheduled work
481 day or work week. Overtime shall commence after 8½ hours on a regular workday or for hours
482 worked outside the normally scheduled workweek. For purposes of calculating overtime,
483 compensation for the hourly rate shall be based on a bi-weekly schedule of 75.6 hours and an
484 annual schedule of 1964.5 hours. No change in the amount of overtime claimed by an
485 employee shall be made unless the employee is notified of such proposed change within seven
486 (7) days of the employee turning in an overtime card.

487
488 6.02 OVERTIME/COMPENSATORY TIME. Compensatory time shall be limited to an
489 accumulation of one hundred (100) hours [or the present accumulation of more than one
490 hundred (100) derived from holiday work or overtime].

491
492 6.03 ALLOCATION OF OVERTIME.

493
494 (1) Posting. All overtime of the department schedule, where practicable, shall be
495 posted. If more persons qualified for such overtime work sign for such than are needed,
496 allocation of the overtime shall be on a seniority basis among those qualified for the work. (It is
497 contemplated that at times it will be necessary to determine the qualification of an employee
498 to work overtime based upon the employee's knowledge of the subject of the overtime work or
499 the training and expertise of the employee. However, in the event of a dispute as to the same,
500 the City shall have the burden of establishing the necessity.) In allocating overtime the
501 department shall ask for volunteers on the basis of seniority regardless of whether the officer is
502 on a work or off day. In the event sufficient volunteers are not found, the balance of the
503 overtime shall be assigned on the basis of inverse seniority among those on their workdays and
504 then by inverse seniority among those on off days. Management may refuse overtime where
505 there is a legitimate safety concern. Practicability of posting shall be determined in light of time
506 available for posting and departmental or public security, or other relevant and sufficient
507 factors. This paragraph shall not apply to overtime resulting from an extension of a person's
508 normal workday duty, nor shall it apply to overtime not assigned by the City of Green Bay.

509
510 (2) Qualification for Overtime. When determining qualification, the department
511 shall abide by the following:

512
513 (a) When the overtime in question calls for the officer not to be in uniform, such
514 overtime shall be performed by a detective. However, this provision shall not prevent the
515 department from using patrol officers for ordinary plain clothes surveillance duty during their
516 normal shift or using a patrol officer when the department is unable to secure sufficient
517 detectives whether they be on or off duty. Use of patrol officers shall not reduce any shift
518 below the number required for safety reasons. If the detective maintains a uniform, the
519 detective shall be allowed to select overtime with the patrol division and specialists for crowd
520 control events such as the Fourth of July, Artstreet, and the like.

521 (b) When the overtime in question calls for the officer to be in uniform, such
522 overtime shall be performed by an officer within the patrol division who, in the normal course,
523 performs his duty in uniform.

524
525 (c) Specialists shall be allocated the overtime within their respective specialties, and
526 in addition, if the specialist is, in the normal course, required to maintain a uniform, such
527 specialist shall be allowed to select overtime with patrol division officers for crowd control
528 events, such as the 4th of July, Artstreet, and the like.

529
530 (d) Supervisory officers shall not be qualified to work any overtime involving
531 nonsupervisory duties.

532
533 (3) Overtime as Duty Assignment. An overtime assignment may be cancelled by the
534 City at any time, provided that if it is cancelled within 24 hours of the scheduled start of the
535 assignment, the officer shall be paid minimum call-in under sec. 6.04 below, or in the case of
536 shift overtime, payment for the entire shift. The term "cancel" shall include cutting short
537 overtime which was planned to run for more than 3 hours.

538
539 (4) Special Event Overtime. For special events (such as the Fourth of July, and the
540 like), because the City is at the mercy of the weather and the needs of the event sponsor,
541 overtime may be cancelled or altered at any time prior to the scheduled commencement
542 without relief; however, once the officer starts the assignment, if it was scheduled for more
543 than three hours, there shall be a minimum three hours paid.

544
545 (5) Overall hour limitation. Except as provided above, overtime shall not be
546 allocated or assigned where it would result in an officer working more than 14- ¼ hours, in a
547 combination of overtime, training, duty hours and/or shift trades in any 24 hour period. A new
548 24-hour period commences whenever there is a 7.5 hour break in on-duty time. An officer
549 cannot be inversed into an assignment if it would result in the violation of this Article. The 14-
550 1/4 limitation provided for in this paragraph shall be extended to allow for the duty of officers
551 to extend their shifts upon the order of a supervisor or when addressing emergencies that may
552 occur at the end of a shift.

553
554 (6) Inversed Overtime Assignment. Whenever an officer is inversed to work an
555 overtime assignment, the officer inversed will have the right to have another officer work the
556 overtime on the same basis as the assigned officer, provided the replacement officer is from
557 the pool of officers that were originally considered for the overtime assignment. In the event
558 the City determines that the need for the inversed overtime assignment has ended, the officer
559 that is working the inversed overtime assignment may voluntarily cancel or cut short the
560 overtime assignment with notice to the supervisor. Inversed overtime assignments may be
561 cancelled in accordance with the provisions of this Article.

562
563 6.04 MINIMUM CALL-IN TIME. Employees will be compensated for a minimum of three (3)
564 hours for any call-in time worked on a scheduled work day, a day on which an officer works a

565 full 8 1/2 hour work day pursuant to posted shift overtime, or for a call-in while an officer is
566 attending either a voluntary school or in-service training (an officer receiving call-in pay on a
567 day attending school shall still be entitled to compensatory time as if no call-in occurred if the
568 officer successfully completes the school in question, and if the school is not successfully
569 completed, shall receive compensatory time for those hours in attendance). The department
570 may engage police officers in police business on site during in-service training without paying
571 call-in, provided such shall not jeopardize the officer receiving full credit for the class
572 interrupted. Employees will be compensated for a minimum of six (6) hours for any call-in time
573 on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of
574 pay.

575
576 (1) Any officer who takes vacation or off-time coming, personal leave day or any
577 other off-time authorized after being scheduled and notified of a required court appearance or
578 other required non-shift departmental duties shall be compensated for a minimum of three (3)
579 hours.

580
581 (2) Continuous Duty: In the event an officer is called in for more than one (1) call in
582 any given day, that officer shall not receive two call ins, but shall be paid continuous pay at the
583 overtime rate of time and one-half from the beginning of the first call in to the end of the
584 second call in; excepting that if the call ins in question are for specialized units established and
585 existing for the purpose of being called in for special problems or occurrences, such as SWAT, K-
586 9, accident reconstruction, the continuous duty rule shall not apply to more than one call in of
587 such nature, but rather each call in shall be a separate call in.

588
589 (3) When a trade of shifts is made between officers as authorized in section 5.02 of
590 this agreement, and one of the officers is subject to a call as set forth in section 6.04 of this
591 agreement, the officer working the day shall be subject to the three (3) hour call in
592 compensation, and the officer who is off because of the trade shall be subject to the six (6) hour
593 call in compensation. It is understood that the above shall not affect the application of
594 paragraphs 6.04 (1) and (2) of this agreement.

595
596 (4) Officers inversed to work overtime to satisfy safety requirements will be paid
597 call-in time under this section. Officers who volunteer to work such overtime will be paid at
598 time and one-half for the overtime actually worked.

599
600 (5) Officers will be subject to the residency requirements as outlined in Article 36,
601 Residency, of the labor agreement, for immediate need safety staffing shortage call-ins and
602 immediate need detective call-ins.

603
604 (6) Response time compensation for call-ins will apply as outlined in Article 36,
605 Residency, of the labor agreement.

606
607 6.05 COURT CANCELLATION PROCEDURE. The afternoon shift commander will be notified of
608 any court cancellations. It then becomes the responsibility of the officer to call the shift

609 commander after 5:00 p.m. on the day prior to the scheduled court date as to whether or not
610 the court appearance has been canceled.

611
612 (1) The shift commander will record all such calls by date and time in a log book;
613 that is, if an officer appears at court and the case has been canceled, he/she will receive the
614 minimum call-in pay only if he/she had called in after 5:00 p.m. the prior day and was not
615 notified of the cancellation. If the officer had not called in the prior day, he/she will not receive
616 the pay.

617
618 (2) On those occasions when court appearances are canceled after 5:00 p.m., the
619 shift commander will attempt to contact the officer with the cancellation, if the officer had
620 already called in. If the officer is contacted twelve (12) hours before the scheduled court
621 appearance, the officer will not receive call-in pay.

622
623 (3) Court shall include any time an officer is instructed by the Chief of Police or his
624 designee or subpoenaed to appear in any Court, legal proceedings (including depositions), or
625 before any governmental body or other person, tribunal or agency authorized by law to issue
626 subpoenas, which appearance is related to or arises out of the officer's scope of employment.
627 (The City and Bargaining Unit have disagreed as to whether there was a past practice for
628 compensating officers who are subpoenaed or instructed to appear at arbitrations or grievance
629 proceedings dealing with the administration of this labor agreement and the City had previously
630 informed the Union of the discontinuance of this alleged past practice in a letter to the Union,
631 dated August 27, 1986. The above language shall not apply to these situations.)

632
633 6.06 OVERTIME FOR GREEN BAY PACKER GAMES.

634
635 (1) Two postings shall be placed on the bulletin board once each year by July 1. All
636 officers interested in working Packer games or working any extra overtime beyond what would
637 be normal for traffic or field assignments are requested to sign the respective postings. These
638 postings shall contain the anticipated manpower needs for the games.

639
640 (2) Officers who sign the above said posting shall be assigned to work each of the
641 Packer games in the year in question on the basis of departmental seniority.

642
643 (3) In the event there is an insufficient number of officers signing the posting to fill
644 the remaining complement needed for the Packer games, officers shall be assigned by inverse
645 seniority among those on their workdays and then by inverse seniority on off days.

646
647 (4) In the event that any officer who has signed the above said posting to work the
648 Packer games later decides not to work any given game, such officer shall have the right to
649 remove his/her name from the posting for any game by giving at least ten (10) days advance
650 notice of such removal before the game in question.

651

652 (5) Officers working overtime for Packer games shall be compensated at twice their
653 regular rate of pay for all hours worked.

654
655 6.07 STAND-BY PAY. Officers asked to be available for immediate call to duty shall receive an
656 hourly rate of pay equal to fifteen percent (15%) of the top patrol officers' hourly rate for every
657 hour in which they are on stand-by. When actually called to duty, they shall be compensated
658 according to Article 6 and/or Article 11 of this agreement. If such standby duty is necessary in
659 order to provide mutual assistance outside of the City limits, then the department shall select
660 qualified officers for such duty by seniority from among those signing a posting.

661
662 6.08 ASSIGNMENTS OUT OF CITY. When an officer is assigned to perform duties out of the
663 City which requires the officer to be out of the city overnight, in connection with their
664 responsibilities as an officer for the Green Bay Police Department, the following shall apply:

665
666 (1) The work assignment starts when the officer reports to the police department
667 for duty assignment and ends when the officer returns to the police department. In the event
668 an officer must travel on an off day, the City does not guarantee any number of hours. In the
669 event an officer is required to work on a scheduled off day, the City retains the right to
670 schedule travel time with sufficient time to reach the destination.

671
672 (2) Transportation shall be provided as determined by the department.

673
674 (3) If the officer is on a work day, the officer will flex his/her normal work hours to
675 accommodate travel time and work hours to the extent deemed appropriate by the
676 department. The City may assign normal police duties on the day of travel, and require officers
677 to work normal police duties until travel begins.

678
679 (4) While on the out of city job assignment, an officer will flex his/her normal work
680 hours so as to accommodate the times that job duties are to be performed out of city (for
681 example, if the officer works the night shift and the job assignment is to testify in court, the
682 department will have the option of directing the officer to start the work day at 6:00 a.m. the
683 following day when the officer is to be in court).

684
685 (5) An officer will not be compensated in any fashion during the hours of 10:00 p.m.
686 and 6:00 a.m. provided that the officer is not required to perform job duties during these hours.
687 If an officer is required to perform job duties during these hours the officer will be
688 compensated only for the time spent performing those duties. All other hours during the out of
689 city assignment will be compensable as work hours, either as actual hours of work, or hours
690 spent engaged to wait or waiting to be engaged for work.

691
692 (6) Once notified of the court date, officers may not take off time on that date. See
693 6.04 (1).

694
695

696 **ARTICLE 7. SELECTION PROCEDURE FOR POLICE SCHOOL LIAISON PROGRAM, K-9 UNIT AND**
697 **ERU**

698
699 7.01 APPOINTMENT TO SCHOOL LIAISON PROGRAM.
700

701 (1) Appointees to the School Liaison Program shall be subject to the following
702 selection procedure:

703
704 (a) Any applicant for the School Liaison Program shall be screened for qualification
705 for the program first by the Chief of Police and then by the Selection Committee all as set forth
706 below to determine whether the applicant meets the qualifications for the position, which
707 qualifications are also set forth below.

708
709 (b) The qualifications for the School Liaison Program shall be as follows: 1. Able to
710 make critical judgments within the scope of responsibility of the position; 2. Ability to adapt to
711 change; 3. Maturity; 4. Emotionally healthy; 5. Self-control; 6. Understanding of own and
712 others' feelings; 7. Ability to handle pressure without overreacting; 8. Interest in working within
713 the school environment; 9. Respect for constitutional rights of others; 10. Ability to
714 communicate effectively with individuals and groups, both juveniles and adults; 11. Ability to
715 prepare necessary reports and records (i.e. written communications); 12. Interest and
716 involvement with juveniles and youths, and/or young adults; 13. Knowledge of laws pertaining
717 to juveniles; 14. Knowledge of practices relating to building security.

718
719 7.02 FILLING VACANCIES AND TENURE IN SCHOOL LIAISON.
720

721 (1) Any vacancy in the School Liaison Program will be posted in department
722 pursuant to the rules for such posting. The Chief shall review the persons signing that posting in
723 the order of their seniority in light of the qualifications for the School Liaison Program set forth
724 above. After said review, the Chief shall recommend the most senior qualified police officer
725 signing the posting to the Selection Committee for appointment to the School Liaison Program.
726

727 (2) The Selection Committee shall be a seven-member committee formed for
728 passing upon the Chief's recommendation for applicants to the program. The Committee will
729 be made up as follows: Three (3) representatives from the Green Bay School System, one (1)
730 representative from the Green Bay Human Resources Department, and three (3)
731 representatives from the Green Bay Police Department, delegated by the Chief of Police.

732
733 (3) The Selection Committee will determine whether the applicant recommended by
734 the Chief of Police is qualified to serve as a school liaison officer and, if qualified, that applicant
735 shall be appointed to the School Liaison Program.

736
737 (4) If either the Chief or the Selection Committee shall determine that an officer
738 posting for assignment for the School Liaison Program is not qualified, the Chief or the Selection
739 Committee, as the case may be, shall set forth in writing the reasons why the officer in question

740 is unqualified. The officer shall have the right to grieve the decision of the Chief or the
741 Selection Committee through the grievance procedure contained in the Labor Agreement
742 between the City and the Green Bay Police Bargaining Unit. In the event that the Chief or the
743 Selection Committee, as the case may be, cannot sustain its determination that the officer in
744 question is in fact unqualified, that officer shall be appointed as a school liaison officer with the
745 same force and effect as if appointed to the original position applied for. Only reasons capable
746 of objective proof shall be considered in the event that a determination of non-qualification is
747 made and grieved. Unless a specific written determination is made that an applicant is not
748 qualified, each police officer signing the posting for a vacancy shall be conclusively deemed to
749 be qualified.

750
751 (5) Tenure of the assignment will be based on the adequate performance of the
752 officer and ongoing evaluations by both the police and school administrators. If, in the
753 estimation of the school administrators, the officer is demonstrably unacceptable, a
754 recommendation would be made to the Chief of Police that the services of the officer as a
755 school liaison officer in the school be terminated. Upon receipt of said recommendation, the
756 Chief of Police shall notify the officer in question of the recommendation, which notification
757 shall set forth in writing the reasons for the recommendation. In the event the officer does not
758 accept the recommendation, s/he shall have the right to grieve such through the grievance
759 procedure set forth in the labor agreement. Only reasons capable of objective proof shall be
760 considered in the event such a recommendation is made and grieved. If the recommendation is
761 sustained in the grievance, or alternatively, if the officer fails to grieve within the time limits of
762 the grievance procedure, the officer shall be returned to regular duty in the Police Department
763 pursuant to the provisions of number (6) below. If the recommendation is not sustained in the
764 grievance procedure, the officer shall remain as a liaison officer.

765
766 (6) Should an officer choose to leave the program, he/she may do so by requesting
767 the same. If the officer decides to return to regular duty during the first thirty (30) days in the
768 liaison program, he/she shall return to their previous assignment and shift. After one year, if
769 the officer leaves the liaison program, he/she will have to return to whatever opening exists in
770 the Patrol Division until such time that openings arise on other shifts and his/her department
771 seniority allows movement to another shift.

772
773 (7) PSL officers shall receive pay consistent with Schedule A of this agreement.

774
775 7.03(A) APPOINTMENTS TO K-9 UNIT. Appointees to the K-9 Unit (Officer Mulrine) shall be
776 subject to the following selection procedure:

777
778 (1) Positions in the K-9 Unit will be filled through the normal posting process. The
779 desirable qualification of this position is a commitment by the officer to remain in the program
780 for five years, but that this qualification is met by the employee spending three years in the
781 program. Any officer who enters the program and becomes eligible for promotion during the
782 first three years of the program must waive his/her opportunity for any promotion until the full

783 three year commitment to the program is completed unless the parties mutually agree
784 otherwise.

785
786 (2) The K-9 Unit will work five (5) days on, followed by three (3) days off, on a
787 rotating schedule. They will work eight and one-half (8½) hours a day, in the same manner as
788 shift personnel.

789
790 (3) The K-9 Unit will be responsible for 24 hours of maintenance training per month
791 on a yearly average. A K-9 handler will adjust his/her workday for training purposes. In no
792 event is training compensated with overtime pay or other compensation.

793
794 (a) The training will be broken down as follows:

- 795
796 1. Eight hours per month on a scheduled workday.
797
798 2. Eight hours per month on a scheduled day off.
799
800 3. Eight hours per month on down or slow periods on their normal work shift.

801
802 (4) The K-9 Unit will submit to recertification training as scheduled by the
803 Department. A K-9 handler will adjust his/her workday for training purposes.

804
805 (5) K-9 demonstrations will be authorized by the Operations Commander and will be
806 compensated by compensatory time at straight time on an hour-for-hour basis. K-9
807 demonstrations will be mutually agreed upon by both the K-9 handler and the Operations
808 Commander. Mandatory demonstrations will be paid at time and one-half.

809
810 (6) Vacations days and personal days will be administered on a day-for-day basis.
811 Off-time coming will be administered on an hour-for-hour basis.

812
813 (7) Handlers will be paid for the same number of hours for holidays as if they were a
814 regular shift employee.

815
816 (8) The K-9 handler will be allowed to use the K-9 vehicle for personal use within the
817 city limits if the K-9 partner is along in the car with the officer.

818
819 (9) When there is not a Green Bay Police Department K-9 working in accordance
820 with Article 7, Section 7.03, a Green Bay Police Department K-9 shall be called in by seniority;
821 except that an on-duty K-9 Unit from another police agency shall be called in if it is available for
822 immediate response and the time of response is in good faith considered to be as fast as that of
823 an off-duty Green Bay Police Department K-9 Unit.

824
825 (10) A retired K-9 may be used in exceptional circumstances with the mutual
826 agreement of the City of Green Bay and the Green Bay Police Bargaining Unit.

827 (11) As long as the option outlined in Number (10) exists, the City will be responsible
828 for routine medical costs, but not treatment for illness or injury (except on-duty injuries).
829

830 (12) The K-9 Officer will be subject to the residency requirements as outlined in
831 Article 36, Residency, of the labor agreement.
832

833 (13) The K-9 Officer will be compensated one-half hour per day (per pay period) at
834 their base rate of pay. If the K-9 Officer must take a canine to the vet for care, the Officer will
835 receive a pay back card at the straight time rate for time spent at the veterinary office.
836

837 7.03(B) APPOINTMENTS TO CANINE UNIT. Appointees to the Canine Unit after January 1, 2008,
838 shall be subject to the following selection procedure:
839

840 (1) Positions in the Canine Unit will be filled through the normal posting process.
841 The desirable qualification of this position is a commitment by the officer to remain in the
842 program for five (5) years, but that this qualification is met by the employee spending three (3)
843 years in the program. Any officer who enters the program and becomes eligible for promotion
844 during the first three (3) years of the program must waive his/her opportunity for any
845 promotion until the full three-year commitment to the program is completed unless the parties
846 mutually agree otherwise.
847

848 (2) The Canine Unit will work five (5) days on, followed by three (3) days off on a
849 rotating schedule. The Canine Unit will work eight and one-half (8½) hours per day in the same
850 manner as shift personnel.
851

852 (3) The Canine Unit will be responsible for seventeen (17) hours of maintenance
853 training per month on a yearly average. A Canine Patrol Officer will adjust his/her workweek
854 for training purposes. In no event is training compensated with overtime pay or other
855 compensation. Additional training will be available with supervisory approval.

856 (a) The training will be broken down as follows:
857

858 1. Eight and one half (8.5) hours per month on a scheduled workday.
859

860 2. Eight and one half (8.5) hours per month on down or slow periods on their
861 normal work shift.
862

863 (4) The Canine Unit will submit to recertification training as scheduled by the
864 Department. A Canine Patrol Officer will adjust his/her workweek for training purposes and be
865 compensated at the straight time rate for all time spent in recertification training.
866

867 (5) Canine demonstrations will be authorized by the Operations Commander and
868 will be compensated by compensatory time at straight time on an hour-for-hour basis. Canine
869 demonstrations will be mutually agreed upon by both the Canine Patrol Officer and the
870 Operations Commander. Mandatory demonstrations will be paid at time and one-half.

871 (6) Vacation and other off time will be administered on an hour for hour basis in the
872 same manner as shift personnel.

873
874 (7) Canine Patrol Officers will be paid for the same number of hours for holidays as if
875 they were a regular shift employee.

876
877 (8) The Canine Patrol Officer will be allowed to use the Canine vehicle for personal
878 use within the city limits if the Canine partner is along in the car with the officer.

879
880 (9) When there is not a Green Bay Police Department Canine working in accordance
881 with Article 7, Section 7.03, a Green Bay Police Department Canine shall be called in by
882 seniority; except that an on-duty Canine Unit from another police agency shall be called in if it is
883 available for immediate response and the time of response is in good faith considered to be as
884 fast as that of an off-duty Green Bay Police Department Canine Unit.

885
886 (10) A retired Canine may be used in exceptional circumstances with the mutual
887 agreement of the City of Green Bay and the Green Bay Police Bargaining Unit.

888
889 (11) As long as the option outlined in Number (10) exists, the City will be responsible
890 for routine medical costs, but not treatment for illness or injury (except on-duty injuries).

891
892 (12) The Canine Patrol Officer will be subject to the residency requirements as
893 outlined in Article 36, Residency, of the labor agreement.

894
895 (13) The Canine Patrol Officer will be paid \$195 per pay period for all care and
896 maintenance of the canine. If the Canine Patrol Officer must take the canine to the vet for care,
897 the officer will receive a pay back card at the straight time rate for time spent at the veterinary
898 office.

899
900 7.04 APPOINTMENT TO THE EMERGENCY RESPONSE UNIT. Appointment to the Emergency
901 Response Unit shall be by seniority among candidates meeting the following requirements:

902
903 (1) Minimum of three (3) years as a police officer.

904
905 (2) Be willing to complete a physical fitness test administered by the ERU
906 commander and team members.

907
908 (3) Favorable review by ERU commander and team members.

909
910 (4) Be willing to attend ERU training as required.

911
912 (5) Be willing to respond to ERU call-ups and serve in whatever capacity as required
913 by the OIC on the scene.

914

915 (6) Be willing to attend Basic SWAT training and any other training deemed
916 necessary by the ERU commander.

917
918 (7) Be willing to follow all procedures and guidelines set forth in the ERU Policy of
919 the Green Bay Police Department. Applicants should review the policy prior to signing up.

920
921 (8) Members shall be removed from the ERU only for cause or by written request of
922 the team leader and a majority of the members.

923
924 (9) Members will be subject to the residency requirements as outlined in Article 36,
925 Residency, of the labor agreement.

926
927 7.05 FTO PROGRAM. Officers performing the duties of a field training officer will be
928 compensated at a rate of \$.80 (eighty cents) per hour for time actually spent training officers
929 under the program. Management maintains its right to make FTO assignments from the
930 existing pool of qualified FTOs. The officers so chosen will serve as FTOs upon assignment until
931 the Chief or his/her designee and the officer mutually agree to the officer's removal.

932
933 7.06 APPOINTMENT TO THE COMMUNITY POLICING UNIT. Appointment to the Community
934 Policing Unit shall be by seniority through the normal posting process and the following will be
935 applicable to these positions:

936
937 (1) Job Duties. CPU Officers shall be assigned geographical boundaries with the
938 basic mission to interact with the neighborhood/community with the officers using their own
939 initiative in solving problems and meeting neighborhood/community needs. Specific job duties
940 shall be determined and set by the department from time to time.

941
942 (2) Shift Assignments. CPU Officers will be assigned to the afternoon shift in the
943 patrol division.

944
945 (3) Shift Schedule Deviations. CPU Officers may voluntarily deviate from the
946 afternoon shift schedule to accommodate the neighborhood/community needs as long as hours
947 consistent with the 5/3 schedule are maintained.

948
949 (4) Excess Hours. Hours approved by a supervisor that are worked in excess of the
950 scheduled workday will be compensated in accordance with Article 6. An exception is when the
951 approved work is performed at the initiative of and voluntarily by the officer to meet the needs
952 of the officer's neighborhood/community. These hours are compensated at straight time off in
953 compliance with FLSA limitations. No officer may alter a work schedule for the sole purpose of
954 qualifying for posted overtime with the exception of Packer Games.

955
956 (5) Vacation. CPU Officers will select vacation separate from the afternoon shift of
957 the Operations Division, however may not schedule the same time period as their geographical
958 partner without approval of the supervisor.

959 (6) Other Assignments. Except in cases of emergency, CPU Officers will not be
960 reassigned, or voluntarily work to fill minimum staffing, nor will CPU Officers be assigned to or
961 voluntarily work posted special events outside of their community policing zone.
962

963 **ARTICLE 8. RETIREMENT**

964
965 8.01 RETIREMENT CONTRIBUTION. The City will contribute one hundred percent (100%) of
966 the current year costs toward the officers' contribution to the Wisconsin Retirement Fund.
967

968 **ARTICLE 9. PAY PERIOD**

969
970 9.01 PAY PERIOD. All personnel shall be paid bi-weekly through direct deposit, except for
971 those employees receiving a paper check as of January 1, 2010.
972

973 **ARTICLE 10. PAY SCHEDULE**

974
975 10.01 SCHEDULE A. The pay of employees of the Green Bay Police Department occupying
976 classified positions shall be on the basis of Schedule A attached hereto. The rates of pay listed
977 are on a bi-weekly basis and an hourly basis and are based on a full-time employment at normal
978 working hours.
979

980 10.02 FUTURE PAY ADJUSTMENTS. The pay schedule for Specialist I is set at the 1995 rate
981 plus 3% for the rank of Patrol Sergeant and Detective Sergeant in the Green Bay Police
982 Department, which ranks are being eliminated from the table of organization effective with the
983 ratification of the 1996 contract, and it is stipulated by the City that for both internal and
984 external wage comparison purposes for future contracts the Specialist I position shall be
985 conclusively presumed to compare with a position comparable to that of patrol and detective
986 sergeant in the Green Bay Police Department before their elimination, and that there continue
987 in future contracts a similar proportional spread between the rate paid to Specialist I and that
988 paid to top patrol officer. It is also stipulated that there continue in future contracts a similar
989 proportional spread between the rate paid to Specialist I and Specialist II as the spread which
990 exists in the pay schedule in this contract.
991

992 **ARTICLE 11. SHIFT DIFFERENTIAL**

993
994 11.01 ADDITIONAL PAY. All employees not assigned to the day shift shall receive, in addition
995 to their base pay, an amount equal to the number of hours designated below based upon the
996 hourly rate of top patrol officer. The shift differential pay shall be on a monthly basis, but paid
997 with the employee's bi-weekly pay. Shift differential pay shall be administered in the same
998 manner as it was when expressed in dollar amounts.

999	<u>Patrol Division</u>	
1000	▪ 2:15 p.m. to 10:45 p.m. shift	3 hours per month
1001	▪ 10:30 p.m. to 7:00 a.m. shift	4 hours per month
1002	▪ 7:00 p.m. to 3:30 a.m. shift	4 hours per month

1003		
1004	<u>Detective Division</u>	
1005	▪ 2:30 p.m. to 11:00 p.m.	3 hours per month

1006

1007 **ARTICLE 12. CLOTHING/EQUIPMENT ALLOWANCE**

1008

1009 12.01 ACCOUNT. Each employee of the Police Department shall have an account to be known
 1010 as "Clothing Allowance." The initial clothing allowance for uniforms shall be twelve hundred
 1011 and twenty dollars (\$1,220.00) in the year 1996, and twelve hundred forty dollars (\$1240.00) in
 1012 the year 1998, from which new employees shall purchase all items designated by the Chief as
 1013 mandatory with the remainder being spent on discretionary items (see Schedule B).

1014

1015 12.02 ALLOWANCE. After one (1) complete year of employment, the annual allowance shall
 1016 be up to a maximum of five hundred dollars (\$500.00) for the year 2005, and five hundred
 1017 thirteen dollars (\$513.00) effective January 1, 2006, in the case of detectives and specialists;
 1018 and four hundred sixty dollars (\$460.00) for the year 2005, and four hundred seventy-two
 1019 dollars (\$472.00) effective January 1, 2006, in the case of officers in the Operations Division. If
 1020 a new officer's first anniversary falls after January 1, then that individual shall have a prorated
 1021 share of the annual allowance credited to their uniform account for that year and will receive a
 1022 full credit on the following January 1.

1023

1024 12.03 UNIFORM SELECTION. The Chief of the Police Department shall have discretion as to
 1025 what types of clothing are to be purchased by employees of the department, but the City shall
 1026 negotiate any fiscal impacts.

1027

1028 12.04 PROTECTIVE VESTS. Detectives and Specialists may purchase protective vests out of
 1029 their individual clothing allowance. Uniform officers may purchase protective vests from the
 1030 manufacturer and of the design of their own choice, and the City shall assume and pay that
 1031 portion of the cost of the vest equal to the price or cost of a standard grade 3A vest from a
 1032 manufacturer designated by agreement of both parties, and the balance of such cost, if any,
 1033 due to extras shall be paid by the officer from that officer's clothing allowance. Officers may
 1034 purchase a new vest every five years, or whenever the officers vest is damaged through use,
 1035 whichever may first occur. Purchases may occur twice per year.

1036

1037 12.05 SPECIALIZED CLOTHING OR GEAR. The department has designated the wearing or use
 1038 of specialized clothing or gear for officers involved in the SWAT team, motorcycle patrol, bike
 1039 patrol, and honor guard. The department shall provide or furnish each new officer with such
 1040 clothing or gear of a good and usable quality for the purpose to be used, and an adequate fit for
 1041 the officer where fit is a factor, and such shall be available for use by officers on an as needed
 1042 basis, or the department may opt to provide any item of clothing or gear in kind, and in that

1043 event the officer may, with the authorization of the Chief's designee, purchase such item not
1044 provided or furnished and the City shall assume and pay the cost thereof.

1045

1046 **ARTICLE 13. DUTY INCURRED DISABILITY PAY**

1047

1048 13.01 DISABILITY PAY. An employee injured in the line of duty shall receive full pay for a
1049 period of 180 days while disabled from performing normal duties. In the event the disability
1050 extends beyond 180 days, application for extension of time may be made to the City's
1051 Personnel Committee, which shall determine whether to extend, which determination shall be
1052 consistent with past extension determinations.

1053

1054 **ARTICLE 14. VACATIONS**

1055

1056 14.01 VACATION BENEFITS.

1057

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

1058

1059 14.02 ACCUMULATION. Accumulation of vacation leave with pay shall, on December 31 of
1060 each year, not exceed thirty (30) days.

1061

1062 14.03 PATROL VACATION SELECTION. Four (4) patrol officers shall be allowed to be on
1063 vacation at a time on the day and afternoon shift; two (2) will be allowed off on the power shift
1064 and four (4) will be allowed off on the night shift. A seniority roster for each shift will be posted
1065 at the beginning of each year along with a calendar identifying off-day groups. This calendar is
1066 signed in order to make other officers aware of time available, but the selection is not official
1067 until the officer signs the shift commander's vacation calendar and submits a vacation card and
1068 sheet to the shift commander. The shift commander will initial and date all cards when he/she
1069 receives them. If an officer wishes to cancel a vacation, it will be his/her responsibility to
1070 contact the shift commander, who will have the responsibility of pulling the card and sheet.

1071 The shift commander will then cross the officer's name off of the calendar. This will give other
1072 officers an opportunity to take this time off if they wish.

1073

1074 14.04 DETECTIVE VACATION SELECTION. All vacations must be approved by the Detective
1075 Supervisor who will be responsible for manpower needs.

1076

1077 Detectives on an administrative schedule will pick together. Three administrative schedule
1078 Detectives will be allowed off at one time.

1079

1080 Detectives on a 5-3 schedule will pick together by seniority. Two (2) 5-3 Detectives will be
1081 allowed off at one time. On days where both 5-3 groups are working, two from each group will
1082 be allowed off. A Detective Supervisor must approve any deviation from this.

1083

1084 Two Detectives on the afternoon shift must be scheduled to work. A Detective Supervisor must
1085 approve additional Detectives off.

1086

1087 In the event there is a change in the Detective staffing levels, the parties agree to collectively
1088 bargain regarding possible changes to this provision.

1089

1090 14.05 OTHER OFF-TIME REQUESTS FOR DETECTIVE DIVISION. The officer will submit a card
1091 and sheet to the Lieutenant no less than five (5) days prior to the day they wish to have off.
1092 The Lieutenant will initial and date the card when he receives it. If more requests are
1093 submitted than officers allowed off at a time for a particular day, the date the card was
1094 submitted will dictate who gets the day off. In other words, first-come, first-serve. If more
1095 than one (1) card is submitted on the same day, then seniority will prevail. It will not make any
1096 difference what type of card - vacation, off time coming, personal day or payback is submitted.
1097 When the Lieutenant refuses a request for time off, he will mark "refused" on the card, initial
1098 and date it. Under exceptional circumstances the Lieutenant may accept a request for time off
1099 with less than five days notice.

1100

1101 14.06 TRAFFIC OFFICER VACATION.

1102

1103 (1) The traffic unit officers will follow the same procedures as set forth for patrol
1104 officers in Section 14.03 of the contract, except that traffic unit officers will select vacation as a
1105 group separate from patrol officers.

1106

1107 (2) In determining vacation selection, a maximum of two (2) Traffic Unit officers
1108 shall be allowed to be on vacation at a time on the day shift, and one (1) Traffic Unit officer will
1109 be allowed off on all other shifts.

1110

1111 (3) The limitation on the number of traffic unit officers allowed to take vacations on
1112 any particular day shall not apply during deer gun hunting week and the period between
1113 December 23rd and January 2nd. In addition, not more than five (5) other dates on each shift,
1114 the restriction will not apply: the five dates are a maximum, and the determination of what
1115 particular date shall be included is to be determined by seniority on each shift.
1116

1117 **ARTICLE 15. VACATION PAY USED FOR SICKNESS**
1118

1119 15.01 RULE. Absence on account of sickness, injury or disability in excess of that hereinafter
1120 authorized for such purposes may, at the request of the employee and within the discretion of
1121 the department head, be charged against vacation leave allowance.
1122

1123 **ARTICLE 16. SICK LEAVE**
1124

1125 16.01 ACCUMULATION. All employees shall be granted sick or emergency leave with pay of
1126 one (1) full working day for each month of service with no limit on accumulation. An
1127 employee may use sick leave or emergency leave for absences necessitated by injury or illness
1128 of himself or his/her family. Employee using sick leave for injury or illness to self, will not be
1129 allowed to work previously posted and signed for overtime within eight (8) hours of sick leave
1130 use.
1131

1132 In order to be granted sick leave or emergency leave an employee must:

1133 (1) Report prior to the start of the workday to the department head or supervisor
1134 the reason of the absence.
1135

1136 (2) Keep the department head informed of his/her condition and the anticipated
1137 date of return to work.
1138

1139 (3) Be legitimately ill or attending a member of the immediate family who is ill and
1140 unable to care for themselves or make other arrangements for care.
1141

1142 (a) For purposes of this article, "immediate family" shall mean spouse, parent,
1143 stepparent, child, stepchild, foster child, guardian or sibling.
1144

1145 16.02 VERIFICATION. All sick leave requested is subject to verification. The department head
1146 may request reasonable evidence from the employee to achieve verification.
1147

1148 16.03 MISUSE. Misuse of sick leave may subject the employee to disciplinary action per the
1149 labor agreement. To avoid misuse, management may periodically review amounts of use as
1150 well as patterns of use and counsel employees on problem areas. A pattern in and of itself,
1151 does not constitute abuse.
1152

1153

1154 16.04 HEALTH INSURANCE PAYMENT PROGRAM. All employees reaching normal retirement
1155 or disability prior to attaining such age shall be eligible to continue in the City's health insurance
1156 group plan until the age of sixty-five (65). The City shall pay all of the monthly premium
1157 payable, provided that the total amount expended for such insurance for each retired
1158 employee shall be limited to an amount equal to the percentage set forth below of the value of
1159 up to a maximum of 135 accumulated days of unused sick pay standing to the credit of that
1160 employee as of that employee's date of retirement:

1161
1162 100% for employees retiring under disability retirement.

1163 100% for employees retiring into the State Retirement System.

1164
1165 Catastrophic Illness: During the period three (3) years prior to the employee's normal
1166 retirement date, if the employee is injured or ill for more than fifty (50) consecutive calendar
1167 days but less than six (6) calendar months, there will be no reduction from the employee's sick
1168 leave accumulation. In order to receive this benefit the employee must have reached the
1169 maximum accumulation of sick leave at some point in their career. The employee shall perform
1170 alternative duty if it is available and the employee is capable of performing same.

1171
1172 16.05 CONVERSION. During the five years before an officer's normal retirement date, the
1173 officer may convert accumulated and unused vacation or other compensable off-time to sick
1174 leave days on the same basis as presently allowed in the firefighter labor agreement.

1175
1176 16.06 EMPLOYEE PAYMENT. After the amount expended for any employee reaches the limit
1177 for such employee, the monthly premium shall thereafter be paid by the employee.

1178
1179 (1) Surviving spouses, until remarriage, will be eligible to apply the escrowed
1180 amount for health insurance premium payment purposes.

1181
1182 (2) Dependent children, in accordance with regular City policy, will be eligible to
1183 apply the escrowed amount for health insurance premium payment purposes upon the death
1184 of the surviving spouse. Remarriage of the surviving spouse will terminate the eligibility of
1185 dependent children for this benefit.

1186
1187 (3) Any funds remaining in the escrow account after death of the retiree, death or
1188 remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert
1189 back to the City.

1190
1191 (4) This health insurance premium payment program for protective employees is
1192 mandatory for all covered employees upon retirement and supersedes all previous sick leave
1193 payment programs upon retirement sponsored by the City of Green Bay.

1194
1195 (5) If death of a covered protective service employee occurs before retirement, up
1196 to a maximum of 135 sick leave days will apply to the estate of the deceased employee for
1197 purposes of payment of health insurance premiums in accordance with the above policy.

1198 (6) An employee who has retired or in case of his/her death, the spouse has the
1199 right to leave the amount credited to the escrow account for "Health Insurance Purposes" until
1200 the end of the calendar year he/she attains the age of 63. At that time they shall have to begin
1201 using the escrow account for "Health Insurance Purposes."
1202

1203 **ARTICLE 17. HEALTH AND DENTAL INSURANCE**
1204

1205 17.01 The City shall provide to employees health insurance with coverage and benefit levels
1206 equal to or better than the coverage and benefit levels in force and effect under the City's
1207 health insurance plans and policies as of January 1, 2004, except as modified below.
1208

1209 17.02 Effective January 1, 2006, the City shall pay ninety percent (90.0%) of the health
1210 insurance premium for employees with family coverage and ninety percent (90.0%) of the
1211 health insurance premium for employees with single coverage on the PPO health plan. The
1212 employee shall pay ten percent (10.0%) of the health insurance premium for employees with
1213 family coverage and ten percent (10.0%) of the health insurance premium for employees with
1214 single coverage on the PPO health plan.
1215

1216 17.03 Employees shall be entitled to reduce their health insurance premium contribution in the
1217 year 2006 and thereafter by two and one-half percent (2½%) per year by successfully
1218 completing the "Wellness Incentive Requirements for Physical Exam" as set forth on the "MD
1219 Alert & Sign-off Form" (Attachment A), and by successfully completing the "Wellness Incentive
1220 Requirements for PCP, HRA, and Physical/Health Activity" as set forth on the "Employee Sign-
1221 off Form" (Attachment B). All wellness incentives must be completed in the year prior to
1222 receive the two and one-half percent (2½%) reduction to the health insurance premium. This
1223 agreement incorporates the "MD Alert & Sign-Off Form" (Attachment A) and the "Employee
1224 Sign-off Form" (Attachment B) referenced herein.
1225

1226 Employees who fail to participate in the Wellness Incentive Program will pay an additional two
1227 and one-half percent (2½%) of the health insurance premium, but this will be effective on
1228 December 31, 2008, and apply to those individuals who choose not to participate in the
1229 Wellness Incentive Program for 2009. This provision shall not apply if the City discontinues the
1230 HRA/Wellness Program.
1231

1232 Effective January 1, 2004, the health insurance deductible for the PPO plan shall be \$100/\$300
1233 in-network and \$300/\$900 out of network. Annual out of pocket maximums shall be
1234 \$100/\$300 in-network and \$900/\$2700 out of network. Effective upon ratification, the health
1235 insurance deductible shall be \$150/\$450 in-network and \$300/\$900 out of network. Annual
1236 out of pocket maximums shall be \$150/\$450 and \$900/\$2,700.
1237

1238 17.04 Effective January 1, 2005, a three-tier Rx plan will be implemented with a \$5 co-pay for
1239 generic, \$15 co-pay for name brand preferred and \$25 co-pay for name brand non-preferred.
1240 In cases where the generic and the preferred brands have been determined by the attending
1241 physician to be ineffective, thus rendering the non-preferred brand therapeutically necessary,

1242 the non-preferred brand shall be covered as a preferred brand subject to medical necessity
1243 review and prior authorization by Wausau Benefits, Innoviant, or current administrator.

1244
1245 17.05 Effective January 1, 2005, the PPO plan for health insurance shall include \$15 office co-
1246 pay for office visits. There shall be a maximum of three (3) office co-pay charges for employees
1247 with single coverage and a maximum of seven (7) office co-pay charges for employees with
1248 family coverage. In the event there is a mistake in the billing practice of the medical provider,
1249 the error shall be corrected.

1250
1251 17.06 The City shall pay ninety-five percent (95%) of the dental premium for employees with
1252 family coverage and ninety-five percent (95%) of the dental premium for employees with single
1253 coverage. The employee shall pay five percent (5%) for family coverage and five percent (5%)
1254 for single coverage for the dental plan. Effective upon ratification, the employee shall pay
1255 seven and one-half percent (7.5%) for family coverage and single coverage for the dental plan.
1256 The dental deductible shall be \$50/\$150. Effective upon ratification, the plan maximum will be
1257 increased to \$2500 and the tooth implant benefit will be implemented.

1258
1259 17.07 CHANGES. Any time there is a change in language on administration of health
1260 insurance, the City shall notify the Union prior to implementation. If the Union feels that the
1261 language change impacts on levels of benefits, then it shall make a demand to bargain. If the
1262 City feels that the change does not represent a mandatory subject of bargaining, then it
1263 reserves the right to implement unless the WERC finds that the change does represent a
1264 mandatory subject of bargaining.

1265
1266 17.08 DRUG PROGRAM. The union agrees to a "generic only" drug program and will accept
1267 the City's list of preferred pharmacies. Also, the union accepts the City's amendments on
1268 dental implants.

1269
1270 **ARTICLE 18. LIFE INSURANCE**

1271
1272 18.01 BENEFIT. All police officers shall receive the present life insurance program at no cost to
1273 the individual officer. Employees shall have the option to purchase an additional twenty
1274 thousand dollars (\$20,000) of life insurance for themselves. Additionally, life insurance for
1275 spouse and dependent children shall be made available as an option in the amounts of twenty
1276 thousand dollars (\$20,000) for spouse and ten thousand dollars (\$10,000) for each dependent.
1277 Employees shall pay all premium costs for the additional optional insurance through payroll
1278 deductions.

1279
1280 **ARTICLE 19. JURY DUTY**

1281
1282 19.01 RULE. An employee may be granted a leave of absence with pay if called for jury duty.

1283 **ARTICLE 20. FUNERAL LEAVE**

1284

1285 20.01 LEAVE GRANTED. Each employee shall be entitled to the following funeral leave:

1286

1287 (1) When there is a death in the immediate family of an employee, ("immediate
1288 family" being defined as that of employee's spouse, parent, guardian, child of employee,
1289 grandchildren, grandparents, stepparents, brother, sister, mother-in-law, father-in-law), a
1290 maximum of three (3) working days will be granted with pay to such employee. Travel time to
1291 and from the funeral may be taken in addition to the three (3) days referred to above with the
1292 approval of the department head and may, at the employee's option, be counted as sick leave
1293 or vacation.

1294

1295 (2) When there is a death in the family of an employee, ("family" being defined as
1296 spouse's grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle
1297 of employee or spouse), a maximum of two (2) working days with pay will be granted to such
1298 employee.

1299

1300 (3) All employees who act as pallbearers for any deceased person whose funeral
1301 takes place during regular working hours may also be granted time off, with pay, with the
1302 permission of his/her commanding officer.

1303

1304 **ARTICLE 21. LONGEVITY**

1305

1306 21.01 BASIC BENEFIT. All eligible police officers shall receive the following in addition to their
1307 base pay:

1308

1309 \$10.00/month at the start of 8th year - \$10.00/month total

1310 \$10.00/month at the start of 12th year - \$20.00/month total

1311 \$10.00/month at the start of 16th year - \$30.00/month total

1312

1313 21.02 SPECIALIST ADD-ON. Specialists I assigned to Detectives shall receive an \$80 per month
1314 premium, which shall become a part of their base salary while assigned to detectives. This
1315 benefit will be provided to Specialist II assigned to Detective, effective June 19, 2011.

1316

1317 **ARTICLE 22. DUES DEDUCTION**

1318

1319 22.01 CITY DUTY. The City agrees to deduct from the paycheck of each employee, by written
1320 authorization from the employee, a sum as Bargaining Unit dues and remit the same to a
1321 designated Bargaining Unit Officer as soon as possible after the close of each month.

1322 **ARTICLE 23. FAIR SHARE**

1323
1324 23.01 RULE. As a condition of employment, the City agrees that all employees within the
1325 Bargaining Unit that are not members of the Green Bay Bargaining Unit (Employees
1326 Association) shall be required to pay their proportionate share of the cost of the collective
1327 bargaining process and contracted administration. This requirement shall apply to all
1328 employees who have completed six (6) months of service with the City.
1329

1330 **ARTICLE 24. HOLIDAYS**

1331
1332 24.01 BENEFIT. Holidays included in this agreement are:

1333
1334 New Year's Day Independence Day
1335 Labor Day Christmas Day
1336 Memorial Day Columbus Day
1337 President's Day Easter Sunday
1338 Thanksgiving Day
1339

1340 (1) One (1) holiday to be designated jointly between the Bargaining Unit and the
1341 Chief Administrative Officer of the Police Department.
1342

1343 24.02 HOLIDAY PAY. All personnel shall receive one (1) day's pay at straight time for each of
1344 the above-stated holidays, whether or not the employee works the holiday in question, and all
1345 shift personnel who are regularly scheduled to work on a holiday shall additionally receive eight
1346 (8) hours pay or compensatory time subject to the maximum accumulation provision for each
1347 such holiday provided that officers who are regularly scheduled to work who call in sick for non-
1348 work related reasons shall not receive such eight-hours time. Employees who are called in to
1349 work a holiday that falls on their regular scheduled day off will be paid double time (2x).
1350 Officers who volunteer to work their days off will receive time and a half. Officers who are
1351 ordered to work a designated holiday shall receive double time (2x).
1352

1353 **ARTICLE 25. PERSONAL LEAVE DAYS**

1354
1355 25.01 BENEFIT. Regular full-time employees shall be eligible for three (3) days annually.
1356 Personal leave days must be used during the calendar year earned. They may not be
1357 accumulated. The employee shall provide at least seven (7) days notice for a day off, except
1358 that such notice can be waived by mutual agreement of the employer and the employee. The
1359 number of personal leave days earned shall be prorated for new full-time employees in their
1360 initial calendar year of employment and for employees in their final calendar year of
1361 employment with the City unless the employee terminates employment by eligibility and
1362 acceptance to the State Retirement system, disability, or death.

1363 **ARTICLE 26. DISCIPLINE**

1364
1365 26.01 RULES AND REGULATIONS. For disciplinary purposes, administrative or otherwise, the
1366 substantive rules and regulations for the conduct of members of the Police Department shall be
1367 as set forth in the policy and procedure manual for the Green Bay Police Department, as
1368 amended from time to time, excepting that no provisions in said manual which are subject to
1369 collective bargaining shall be valid until collectively bargained. In the event such rules and
1370 regulations conflict with the ordinances of the City of Green Bay, laws of the State of Wisconsin
1371 or United States, or this agreement, said ordinances, laws or agreement shall prevail.

1372
1373 26.02 OFF-DUTY CONDUCT. Off-duty action or inaction shall not be considered as grounds for
1374 discipline unless the conduct in question:

1375
1376 (1) Has been the basis for a conviction in a court of law of any local ordinance, quasi
1377 criminal or criminal law; or

1378
1379 (2) Is done under or pursuant to the officer's use of authority or powers of a sworn
1380 Green Bay Police Officer, or under the color of the officers articulated use of the same; or

1381
1382 (3) Is in violation of any rules and regulations governing off-duty conduct existing in
1383 the Green Bay Police Department Policy and Procedure Manual, excepting that Section I,
1384 Chapter 2, Paragraph D, of the existing Policies and Procedures Manual will be deleted.

1385
1386 26.03 INTERNAL INVESTIGATION. Internal investigations conducted by the Green Bay Police
1387 Department shall be subject to the following rules:

1388
1389 (1) The subject matter of any investigation shall be confined solely to those areas
1390 that are being investigated because the Department has grounds for reasonable suspicion that
1391 an officer may be subject to disciplinary action. All other areas of inquiry shall be avoided so as
1392 to insure that investigators do not intrude upon the privacy of any officer. In this regard, the
1393 parties acknowledge the danger of questions not relevant to any specific investigation resulting
1394 in rumor and innuendo.

1395
1396 (2) When an officer under suspicion is questioned, that officer shall be first advised
1397 of the factual basis of the suspicion and advised as to what law, rule or regulation the officer is
1398 being suspected of breaking. When an officer under reasonable suspicion is questioned, that
1399 officer shall first be advised of the factual basis of said reasonable suspicion and advised as to
1400 what law, rule or regulation he/she is suspected of having broken. The factual basis of the
1401 reasonable suspicion shall be communicated to the officer by a written summary of the
1402 evidence giving rise to the reasonable suspicion. The summary of the evidence should include
1403 "who, what, where, when and how" whenever possible and a description of the physical
1404 evidence, if any. The summary of the evidence shall not include notes, thought processes,
1405 investigative techniques or the like, or any other work product of the investigator(s). At the
1406 officer's request, he/she may be represented by a representative of his or her choice who, at

1407 the discretion of the officer, may be present at all times during the interrogation. Also, the
1408 officer shall be given the name of the complainant except when the complainant is an
1409 employee of the Police Department or has requested anonymity.

1410
1411 (3) Any time an investigation exonerates the officer, management will maintain the
1412 investigation file but there will be no record of the investigation in the officer's personnel file.
1413 Such investigation shall not form the basis for future discipline; however, it may be used by
1414 management in following-up on future complaints.

1415
1416 (4) Evidence obtained during the course of any interrogation not conducted in
1417 accordance with subs. (1) and (2) above may not be utilized in any subsequent disciplinary
1418 proceeding against the officer, including but not limited to, insubordination for failing to follow
1419 a direct order to answer a question.

1420
1421 26.04 DISCIPLINARY PROCEDURES

1422
1423 (1) Section 62.13, Wisconsin Statutes. Suspension(s), reduction in rank, suspension
1424 and reduction in rank, and dismissal of bargaining unit members shall be governed by the
1425 procedures set forth in Section 62.13, Wis. Stats.

1426
1427 (2) All other disciplinary proceedings shall be governed by the Grievance Procedure.

1428
1429 26.05 ADMINISTRATIVE REGISTER/DOCUMENTATION OF ORAL REPRIMANDS.

1430
1431 Documentation of oral reprimands may be made only by way of an entry into an administrative
1432 register maintained by the department pursuant to the following, and such entries shall not be
1433 subject to grievance:

1434
1435 (1) Oral reprimands may be documented in writing by any supervisor after review
1436 and approval, (a) by the Shift Captain as to shift personnel, excepting those matters relegated
1437 to the Captain of patrol, (b) by the Captain of patrol regarding personnel involved in motor
1438 vehicle accidents or incidents, or working special events such as the Packer games, 4th of July
1439 and the like, and (c) by the appropriate Captain of detectives as to personnel in the detective
1440 division; (d) internal affairs Captain. During the review and before approval, the captain making
1441 the review shall discuss the proposed written documentation and the underlying factual
1442 situation with the officer in question; however, the officer may decline. The discretion of any
1443 captain authorized to make entries into the counseling register may be controlled by the Chief
1444 of Police and his administrative staff under policies or procedures that the Chief may deem
1445 appropriate.

1446
1447 (2) The department shall maintain a register for the purpose of maintaining written
1448 documentation of oral reprimands (favorable entries or commendations may also be entered at
1449 the discretion of the department).

1450

1451 (3) Following the entry of an oral reprimand into the Administrative Register, the
1452 officer being so reprimanded shall be counseled by a supervisor designated by the Captain
1453 making the entry as to the reason for the entry, and, if appropriate, given instruction as to ways
1454 to avoid the conduct or action which led to the entry. After such counseling, both the officer
1455 being reprimanded and the counseling supervisor shall initial the entry.

1456
1457 (4) Entries made under the above procedure and properly initialed may be the basis
1458 of progressive discipline and factors in performance evaluations. If entries are made without
1459 the above procedure being followed, or are not initialed, they shall be void.

1460
1461 (5) Entries in the Administrative Register shall remain valid for purposes of
1462 progressive discipline or performance evaluation for a period of one year of their entry, and at
1463 the end of each year shall be void and considered expunged. Only one entry shall be made per
1464 page in the entry, and such page shall be removed and destroyed at the end of the above said
1465 one-year period.

1466

1467 **ARTICLE 27. LEAVES OF ABSENCE**

1468

1469 27.01 SPECIAL LEAVES. The Chief of the Police Department, in consultation with the City
1470 Personnel Committee, may authorize special leaves of absence with or without pay for any
1471 period or periods not to exceed three (3) calendar months in any one (1) calendar year for the
1472 purpose of attending a college, university or recognized law enforcement seminar to train in
1473 subjects related to the work of department personnel or benefit to both the employees and the
1474 City.

1475

1476 27.02 PERSONAL LEAVES. The Chief of the Police Department may authorize an employee to
1477 be absent without pay for personal reasons for a period or periods not to exceed ten (10)
1478 working days in any calendar year.

1479

1480 27.03 EDUCATIONAL LEAVE. The City Personnel Committee, upon recommendation of the
1481 Police Chief, may grant leaves of absence with or without pay in excess of the limitations above
1482 for the purpose of attending courses of training at a recognized college or university and for
1483 other purposes that are deemed beneficial to the City.

1484

1485 **ARTICLE 28. MILITARY LEAVE**

1486

1487 28.01 Personnel of the Police Department who leave or have left the City service by request of
1488 the Federal Government to enter active service in the Armed Forces of the United States and
1489 return, shall be entitled to their departmental seniority and the rate of pay and position they
1490 would have been entitled to had their service with the Police Department not been interrupted
1491 by service in the Armed Forces. Employees who are members of the National Guard or military
1492 reserve shall be granted military leave for any extended tour of duty requested by the federal
1493 government, and shall receive during such absence the wage differential between the
1494 employee's regular City wages and military wage so that no loss of wages will be suffered for

1495 the first ninety (90) calendar days as a result of such military service. This paragraph does not
1496 apply to employee drafted into the military consequent to the institution of a federal draft
1497 system or to voluntary periods of active duty service. Seniority shall continue accumulation
1498 throughout the leave. There shall be no accumulation of paid time off benefits during the
1499 leave. Employees on said leave shall have the option to keep city health and dental benefits
1500 during the leave, the same as for active employees.

1501

1502 **ARTICLE 29. EDUCATION CREDITS**

1503

1504 29.01 BENEFIT. The City shall reimburse an officer tuition costs and book costs, as defined
1505 below, upon successful completion of approved Police Science courses. The student must
1506 attain a grade of C or higher to qualify for reimbursement. Approved Police Science courses are
1507 defined as any course required for the attaining of a degree in police career enhancement and
1508 previously approved by the Chief of Police.

1509

1510 29.02 REIMBURSEMENT. The reimbursement for tuition shall be 100% at the UWGB rate for
1511 undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement
1512 shall be the actual cost of the book in question or \$50.00 whichever is less, provided that upon
1513 reimbursement the book shall be turned over to the departmental library. Reimbursement for
1514 tuition shall be limited to \$1,200.00 per year, per student. The City shall have the right to claim
1515 reimbursement for any tuition reimbursed under this provision within 30 months of any
1516 voluntary termination of employment, or within 12 months of any retirement.

1517

1518 **ARTICLE 30. TRAINING**

1519

1520 30.01 TRAINING ASSIGNMENTS. When non-required training opportunities are offered to
1521 members of the department, such training events and openings shall be posted and all officers
1522 given an opportunity to attend with the most senior employee given the opportunity as
1523 manpower allows. This clause may be waived if/when the department can show that the
1524 training will benefit only officers of a specific division or classification.

1525

1526 30.02 COMPENSATION FOR SCHOOLING. Any schools put on by an agency other than the City
1527 of Green Bay and attended by an officer on a voluntary basis on the officer's normal off time,
1528 shall be compensated by time off at straight time based upon one day for one day's
1529 attendance. When officers attend training for 4.25 hours or less they will be paid for one-half
1530 (1/2) day, and when attendance exceeds 4.25 hours they will be paid for one (1) full day.
1531 When travel to such assignments extends beyond the City limits and such travel requires an
1532 additional calendar day, the employee shall be compensated on a time off basis on an hour for
1533 hour basis up to the amount of such travel time.

1534

1535 Any schools available as per Article 30.01 and attended by an officer on a voluntary basis on the
1536 officer's normal time off shall be compensated by time off at straight time based upon one day
1537 for one day's attendance. This time shall be taken within two years of having been earned in
1538 accordance with the contract restrictions for taking time off. Time not used upon retirement

1539 will expire without compensation. When travel to such assignments extends beyond the City
1540 limits and such travel requires an additional calendar day, the employee shall be compensated
1541 on a time off basis on an hour for hour basis up to the amount of such travel time.

1542 30.03 STATE CERTIFICATION TRAINING. As part of the 1964.5 hour work year each officer is
1543 required to report for annual training totaling 25.5 hours. This training shall occur on the
1544 officer's regular days off and will involve no additional compensation.

1545

1546 **ARTICLE 31. BARGAINING UNIT ACTIVITY**

1547

1548 31.01 ACTIVITY. The Bargaining Unit agrees to conduct its business off the job as much as
1549 possible. This article shall not operate as to prevent a Bargaining Unit representative from the
1550 proper conduct of any grievance in accordance with the procedures outlined in this agreement,
1551 and shall not work to prevent certain routine business, such as the posting of Bargaining Unit
1552 notices and bulletins and like duties. The City agrees to make the necessary space available for
1553 the posting of Bargaining Unit notices and bulletins. Business agents or representatives of the
1554 Bargaining Unit, having business with the officers or individual members of the Bargaining Unit
1555 during the course of the working day for a reasonable time, provided that permission is first
1556 obtained from the commanding officer, or superior officer of that Bargaining Unit.

1557

1558 The President may conduct such activities at reasonable times in a manner which will not
1559 interfere with the performance of assigned duties; no inquiry may be made as to the nature of
1560 the business being conducted, provided that the President advises the shift commander, who
1561 shall not unreasonably deny such permission and if such permission is denied, shall give reason
1562 therefore at the time of denial. The President shall further advise the shift commander that
1563 Union business as described in Article 31 is being conducted, the approximate time it will take,
1564 and how he/she may be contacted in an emergency. If President goes off road via this
1565 procedure, it shall not be considered a violation of minimum staffing.

1566

1567 31.02 NO DEDUCTION OF PAY. The employer hereby agrees not to deduct such reasonable
1568 time from the pay of such officer or member, and agrees also that time spent in the conduct of
1569 grievance and in bargaining shall not be deducted from the pay of delegated employee
1570 representatives of the Bargaining Unit. The negotiating committee shall be limited to no more
1571 than nine (9) members, however, no more than four (4) shall be off the job at one time.
1572 Officers may accumulate payback cards for contract negotiation sessions initiated by the City of
1573 Green Bay. If the Officer attends a contract negotiation session of 4.25 hours or less, the officer
1574 will receive credit for one-half day's compensation. If the contract negotiation session duration
1575 is more than 4.25 hours, the officer will receive one full day's compensation. These payback
1576 hours may be accumulated for up to two (2) years only, then will expire.

1577 **ARTICLE 32. ADVANCEMENTS & PROMOTIONS**

1578

1579 32.01 ADVANCEMENT TO ADVANCED POLICE OFFICER POSITION.

1580

1581 (1) Police officers shall be advanced to the position of advanced police officer upon
1582 completion of six (6) years of service with the Green Bay Police Department as a police
1583 officer.

1584

1585 (2) Upon being appointed as an Advanced Police Officer, an officer shall thereafter,
1586 and until advancement to Specialist I, be considered as an Advanced Police Officer and receive
1587 compensation as outlined in the Wage Schedule.

1588

1589 (3) Advanced Police Officers shall be given training in the field of evidence gathering
1590 and traffic management, and after completion of the same, shall act as evidence technicians
1591 and traffic specialist.

1592

1593 (4) In order to diversify Advanced Officers amongst the various shifts, it is agreed
1594 that each shift shall maintain a minimum of six (6) Advanced Officers. In case of a shift falling
1595 short of this minimum, the department shall assign Advance Officers on the basis of inverse
1596 seniority.

1597

1598 (5) For purposes of this section, the power shift shall be considered part of the
1599 afternoon shift.

1600

1601 32.02 ADVANCEMENT TO SPECIALIST I POSITION.

1602

1603 (1) Officers will be advanced to the position of Specialist I upon completion of
1604 twelve (12) years and eleven (11) years effective on June 19, 2011 and thereafter, as an officer
1605 with the Green Bay Police Department.

1606

1607 (2) Upon being appointed as a Specialist I, an officer shall thereafter, and until
1608 advancement to Specialist II, be considered as a Specialist I and receive compensation as
1609 outlined in the Wage Schedule.

1610

1611 32.03 ADVANCEMENT TO SPECIALIST II POSITION.

1612

1613 (1) Officers holding the position of Specialist I shall be advanced to the position of
1614 Specialist II upon the completion of eighteen (18) years and seventeen (17) years effective on
1615 June 19, 2011 with the Green Bay Police Department.

1616

1617 (2) On appointment as a Specialist II, an officer shall thereafter be considered as a
1618 Specialist II and receive compensation as outlined in the Wage Schedule.

1619 32.04 PROMOTION TO LIEUTENANT.

1620
1621 (1) Upon being promoted to the rank of Lieutenant the officer in question forfeits all
1622 Bargaining Unit seniority; accordingly, in the event that any supervisory officer returns to the
1623 Bargaining Unit on either a voluntary or involuntarily basis to a rank or position within the
1624 Bargaining Unit, that officer returns as the least senior officer within the Bargaining Unit unless
1625 it is otherwise agreed in writing by the City and the Bargaining Unit.

1626
1627 (2) Upon appointment to Lieutenant, the appointed officer shall thereafter perform
1628 only supervisory duties in the manner and fashion described for supervisory personnel in
1629 Section 1.02 above.

1630
1631 **ARTICLE 33. WAGE-HOUR LEGISLATION**

1632
1633 33.01 CHANGES IN LAW. In the event federal or state legislation is enacted concerning pay for
1634 overtime which would result in the City paying members of the Bargaining Unit overtime pay
1635 for the normal work week or day as set in this agreement, the work week and day as set shall
1636 be renegotiable.

1637
1638 **ARTICLE 34. AMENDMENT PROVISION**

1639
1640 34.01 AMENDMENT PROCEDURE. This agreement is subject to amendment, alteration or
1641 addition only by a subsequent written agreement between and executed by the City and the
1642 Bargaining Unit where mutually agreeable. The waiver of any breach, term, or condition of this
1643 agreement by either party shall not constitute a precedent in the future enforcement of all its
1644 terms and conditions.

1645
1646 **ARTICLE 35. SAVINGS CLAUSE**

1647
1648 35.01 PROVISIONS SAVED. If any article or section of this agreement or any addenda thereto
1649 should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if
1650 compliance with or enforcement of any article or section should be restrained by such tribunal,
1651 the remainder of this agreement and addenda shall not be affected hereby and the parties shall
1652 enter into immediate collective bargaining negotiations for the purpose of arriving at a
1653 mutually satisfactory replacement for such article or section.

1654 **ARTICLE 36. RESIDENCY**

1655
1656 Bona fide and continued residency in a 20-mile radius from the Police Department (see
1657 attached Addendum A) at 307 S. Adams Street shall be required for eligibility for the following
1658 positions or calls:

1659
1660 K-9
1661 SWAT

1662 Eligibility for immediate need safety staffing shortage call-ins
1663 Accident reconstruction
1664 Immediate need detective call-ins

1665
1666 "Immediate need" shall be defined as a demonstrable need at the time of the call. The burden
1667 shall be on the City to show such reasonable need. The emergency nature of a detective call in
1668 will be determined by the shift supervisor on a case by case basis taking into consideration
1669 factors such as the nature of the case, location and topography of the crime scene, number of
1670 witnesses, potential for contamination of the scene and other factors relevant to the exigency
1671 of securing the scene, preserving the scene or the costs of preserving the scene.

1672
1673 Officers living or owning property for residential purposes outside of the 20-mile radius on or
1674 before July 1, 2003, shall not be subject to the call in eligibility limitation of this article stated
1675 above.

1676
1677 All other officers shall live in Brown County, contiguous counties or southern Door County
1678 (below the Sturgeon Bay bridge).

1679
1680 Response time compensation for all officers living outside of the 20-mile radius shall not exceed
1681 ½ hour.

1682

1683 **ARTICLE 37. NO OTHER AGREEMENT**

1684

1685 37.01 EXCLUSIVE AGREEMENT. (1) The employer agrees not to enter into any other
1686 agreement, written or verbal, with the members of the Bargaining Unit individually or
1687 collectively, which in any way conflicts with the provisions of this agreement.

1688

1689 37.02 INCORPORATION OF AGREEMENTS. All amendments, deletions, or additions to the
1690 labor agreement which are mutually agreed to by both parties during this agreement shall be
1691 incorporated into the body of the next successor agreement.

1692

1693 **ARTICLE 38. CHANGES IN THE TERMS OF THIS AGREEMENT**

1694

1695 38.01 OPENING NEGOTIATIONS. If either party desires to negotiate any changes in this
1696 agreement to become effective after the end of the term of this agreement or any extension
1697 thereof, they shall notify the other party in writing of their desire to enter into such negotiating
1698 prior to July 15, and shall normally be completed by the last Tuesday of October.

1699

1700 **ARTICLE 39. TERM OF AGREEMENT**

1701

1702 39.01 TERM. This contract shall be binding on both parties and effective from the 1st day of
1703 January, 2009 to and including the 31st day of December, 2011.

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ARTICLE 40. DRUG TESTING

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

40.02 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 will 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.

40.03 DEFINITIONS

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

(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.

(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.

(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.

(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.

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40.04 PROCEDURES.

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

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

(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:

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

(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 or his designee, and shall not exceed two tests during the probationary period.

(4) Employee Drug Testing.

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

1794 1. When treatment is sought voluntarily the following provisions shall apply: No
1795 memorandum, notation, or any record whatsoever shall be kept by the City, excepting only as
1796 necessary for the administration of its health insurance program as to any employee receiving
1797 any treatment or medical attention regarding that employee's use of any addictive substances.
1798 Additionally, the subject of any employee's use of any addictive substances shall not be
1799 referred to or considered as being in any way relevant in any consideration or procedure for
1800 discipline or promotion in the police department.

1801
1802 2. As long as the employee seeks treatment prior to notification of a test, an
1803 employee's use of any substances covered by this drug policy shall not be the grounds or the
1804 subject matter for any discipline of any employee whatsoever if knowledge of such use was
1805 substantially gained by the City because of the employee's seeking or receiving treatment for
1806 such use.

1807
1808 (b) A supervisor may order an employee to take a drug test upon documented
1809 reasonable suspicion that the employee is or has been using drugs. A summary of the facts
1810 supporting the order shall be made available to the employee prior to the actual test.

1811
1812 (c) A drug test will be administered as part of all promotional procedures.

1813
1814 (d) Members of the following units, as a condition of their assignment to the unit,
1815 shall be subject to random drug testing no more than two times in a calendar year:

- 1816 1. Emergency Response Unit.
1817
1818 2. Metropolitan Drug Enforcement Unit.
1819
1820 3. Officers assigned drug investigations on a regular basis.
1821

1822
1823 Any member, who refuses to submit to this form of testing for judgment, fitness, and
1824 readiness for duty, shall be immediately removed from their special assignments.

1825 (e) Any sworn officer of this department who is directly involved in a serious police
1826 incident shall be required by his/her supervisor to participate in a drug screening test
1827 immediately following the event, or as soon as the tactical situation allows. A serious incident
1828 is defined as:

1829
1830 1. Discharge of a firearm at a human being or a vehicle in which human beings are
1831 contained.

1832
1833 2. Police vehicle auto accident in which serious injury is sustained by any involved
1834 officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly
1835 evident that the officer is not at fault in the accident, no drug test will be required.
1836

1837 A directly involved officer is one who actually discharges the weapon in case (e) 1, or is
1838 the driver of the police vehicle in case (e) 2.

1839
1840 (f) Any officer, who, in the carrying on of his/her police duties, ingests, either
1841 directly or indirectly, any drug or narcotic substance, is required to document, as soon as
1842 possible thereafter, such contact. Documentation should occur in writing explaining all
1843 circumstances, and the employee's supervisor should be notified as soon as possible. Drug
1844 tests will be administered and no disciplinary action will be taken if the tests are positive under
1845 the following conditions.

1846
1847 1. The officer was in physical danger if he did not ingest the drug or narcotic
1848 substance.

1849
1850 2. Nothing in this policy shall be construed as granting permission for police officers
1851 and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled
1852 substance under any circumstance except as cited in (f) 1.

1853
1854 (g) Beginning after ratification of a 1992 contract, the department shall randomly
1855 test up to ten percent (10%) of the bargaining unit. Such test shall occur once per year per shift
1856 with no announcement of time or date. The method for random selection shall be such that
1857 each member of the bargaining unit has an equal chance of being selected.

1858
1859 (5) Drug Testing Procedures.

1860
1861 (a) The testing procedures and safeguards provided in this policy to ensure the
1862 integrity of department drug testing shall be adhered to by any personnel administering drug
1863 tests.

1864
1865 (b) Personnel authorized to administer drug tests shall require positive identification
1866 from each employee to be tested before they enter the testing area. This shall consist of
1867 picture ID or driver's license.

1868 (c) A pre-test interview shall be conducted by testing personnel with each employee
1869 to ascertain and document the recent use of any prescription or non-prescription drugs, or any
1870 indirect exposure to drugs that may result in a false positive test result.

1871
1872 (d) The bathroom facility of the testing area shall be private and secure.

1873
1874 1. Authorized testing personnel shall search the facility before an employee enters
1875 it to produce a urine sample, and document that it is free of any foreign substances.

1876
1877 (e) Where the employee appears unable or unwilling to give a specimen at the time
1878 of the test, testing personnel shall document the circumstances on the drug test report form.
1879 The employee shall be permitted not more than eight hours to give a sample; during which he
1880 shall remain in the testing area. Reasonable amounts of water may be given to the employee

1881 to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a
1882 drug test.

1883

1884 (f) Employee shall have the right to request that their sample be split and stored in
1885 case of legal disputes. The urine samples must be provided at the same time, and marked and
1886 placed in identical specimen containers by authorized testing personnel. One sample shall be
1887 submitted for immediate drug testing. The other sample shall remain at the facility in frozen
1888 storage for one year. This sample shall be made available to the employee or his attorney
1889 should the original sample result in a legal dispute or the chain of custody is broken.

1890

1891 (g) Specimen samples shall be sealed in the presence of the participants, labeled,
1892 and checked against the identity of the employee to ensure the results match the tested
1893 specimen. All collections are handled forensically, which means they are labeled, double-
1894 sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator
1895 until testing, and accompanied by a forensic chain-of-custody.

1896

1897 (h) Whenever there is a reason to believe that the employee may have altered or
1898 substituted the specimen to be provided, a second specimen shall be obtained immediately
1899 under direct observation of the testing personnel.

1900

1901 (6) Drug Testing Methodology. This drug policy shall in no way be applied to an
1902 employee's use of prescription drugs; nor shall it apply to alcohol.

1903

1904 (a) The testing or processing phase shall consist of a two-step procedure:

1905

1906 1. Initial screening test

1907

1908 2. Confirmation test

1909

1910 (b) The urine sample is first tested using the initial drug screening procedure. An
1911 initial positive test result will not be considered conclusive; rather, it will be classified as
1912 "confirmation pending." Notification of test results to the supervisor or other departmental
1913 designee shall be held until the confirmation test results are obtained.

1914

1915 (c) A specimen testing positive will undergo an additional confirmatory test. The
1916 confirmation procedure shall be technologically different and more sensitive than the initial
1917 screening test.

1917

1918 (d) The drug screening tests selected shall be capable of identifying marijuana,
1919 cocaine and every major drug of abuse including heroin, amphetamines and barbiturates.
1920 Personnel utilized for testing will be certified as qualified to collect urine samples or adequately
1921 trained in collection procedures.

1922

1923 (e) Concentrations of a drug at or above the following levels shall be considered a
1924 positive test result when using a FPIA immunoassay drug-screening test.

1925

1926	Amphetamines	500 ng/1
1927	Barbiturates	500 ng/1
1928	Cocaine	300 ng/1
1929	Opiates	300 ng/1
1930	THC	100 ng/1
1931	PCP	25 ng/1
1932	Benzodiazepines	200 ng/1
1933	Methadone	25 ng/1

1934
1935 Concentrations of a drug at or above the following levels shall be considered a positive
1936 test result when performing a confirmatory GC/MS test on a urine specimen that tested
1937 positive using a technologically different initial screening method.

1938

1939	Marijuana metabolite	15*
1940	Cocaine metabolite	150**
1941	Opiates:	
1942	Morphine	300**
1943	Codeine	300***
1944	Phencyclidine	25
1945	Amphetamines:	
1946	Amphetamine	500
1947	Methamphetamine	500

1948
1949 * Delta-9 tetrahydrocannabinol-9-carboxylic acid
1950 ** Benzoylcegonine
1951 *** 25mg/ml if immunoassay-specific for free morphine

1952
1953 (f) The laboratory selected to conduct the analysis shall be experienced and capable of
1954 quality control, documentation, chain-of-custody, technical expertise, and demonstrated
1955 proficiency in urinalysis.

1956
1957 (g) Employees having a negative drug test results shall receive memorandum stating
1958 that no illegal drugs were found. If the employee requests such, a copy of the letter will be
1959 placed in the employee's personnel file.

1960
1961 (h) Any employee who breaches the confidentiality of testing information shall be
1962 subject to discipline.

1963

1964 (7) Chain of Evidence - Storage.

1965

1966 (a) Each step in the collecting and processing of the urine specimens shall be
1967 documented to establish procedural integrity and the chain-of-custody.

1968

1969 (b) Where a positive result is confirmed, urine specimens shall be maintained in
1970 secured, refrigerated storage for one year.

1971

1972 (8) Drug Test Results.

1973

1974 (a) All records pertaining to department-required drug tests shall remain confidential,
1975 and shall not be provided to other employers or agencies without the written permission of the
1976 person whose records are sought.

1977

1978 (b) Drug test results and records shall be retained in the employee's personnel file
1979 for an indefinite period.

1980

1981 40.05 ACTIONS TAKEN/POSITIVE RESULTS.

1982

1983 (1) If an officer tests positive and the tests identify cocaine, heroin, amphetamines,
1984 barbiturates, or any other major drug of abuse or illegal drug, the officer's employment shall be
1985 terminated. If the test is determined to be inconclusive, then the City shall not have just cause
1986 for termination.

1987

1988 (a) The exception shall be forced use as defined in Section 40.04 (4) (f) 1.

1989

1990 (2) An officer who tests positive for marijuana shall be subjected to discipline and
1991 referred to the Employee Assistance Program.

1992

1993 (a) The officer shall be subject to mandatory random testing for a period of two
1994 years.

1995

1996 (b) The Employee Assistance Program shall not be a substitute for disciplinary action
1997 if other rules and regulations have been violated or crimes committed.

1998

1999 (c) A second positive test for marijuana shall be grounds for termination.

2000

2001 (3) A positive test shall be defined as a confirmation test which establishes
2002 conclusively that the officer has ingested one of the drugs in question.

2003

2004 40.06 REFUSAL TO SUBMIT. (1) Officers who refuse to submit to a required drug test under
2005 this policy shall be terminated from employment as a police officer.

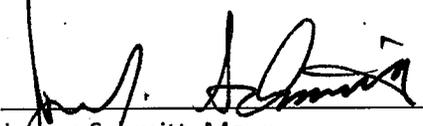
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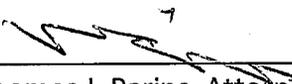
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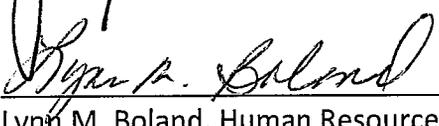
2008 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 1 day of
2009 June, 2010.

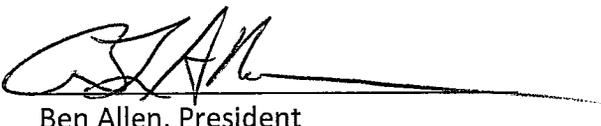
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2011 CITY OF GREEN BAY

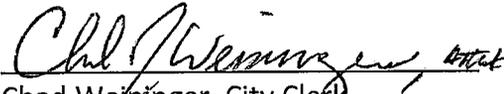
POLICE BARGAINING UNIT

2012
2013
2014 
2015 James Schmitt, Mayor


Thomas J. Parins, Attorney

2016
2017 
2018 Lynn M. Boland, Human Resources
2019 Director


Ben Allen, President

2020
2021
2022 
2023 Chad Weinger, City Clerk

2024

2025
2026

SCHEDULE A
WAGE SCHEDULE

	Eff. 1/1/09 Bi-Weekly/Hourly	Eff. 6/20/10 (2%) Bi-Weekly/Hourly	Eff. 1/2/11 (2.5%) Bi-Weekly/Hourly
New Hire (Step I)	1,514.82/20.05	1,545.11/20.45	1,583.74/20.97
After 1 Year (Step II)	1,701.57/22.53	1,735.60/22.98	1,779.00/23.55
After 2 Years (Step III)	1,888.33/25.00	1,926.10/25.50	1,974.25/26.14
After 3 Years (Step IV) Patrol Officer (Top Patrol Rate)	2,075.09/27.47	2,116.59/28.02	2,169.51/28.72
Advanced Patrol Officer	2,118.42/28.04	2,160.79/28.60	2,214.81/29.32
Specialist	2,235.36/29.58	2,280.07/30.18	2,337.07/30.94
Specialist II	2,389.49/31.63	2,437.28/32.26	2,498.21/33.07

2027

2028 A) Entry level patrolman shall progress to the top patrol rate according to the following
2029 formula:

- 2030 Step 1-Hire = 73% of base
- 2031 Step 2-After 1 Year = 82% of base
- 2032 Step 3-After 2 Years = 91% of base
- 2033 Step 4-After 3 Years = Base

2034

2035 B) The City shall have the right to employ new employees at Step 2 of the pay schedule
2036 provided that such employees have at least twelve months experience as police officers with a
2037 comparable department. Such employees shall then advance according to the pay schedule.

2038

2039 C) Polygraph Examiner and Artist

2040

2041 The City shall pay the equivalent of two (2) hours per month (at top patrol rate) for officers
2042 assigned to Polygraph, Intoxylizer or Artist duties, but reserves the right to assign officers to off-
2043 duty groups as needed. Vacancies shall be filled by inverse seniority is sufficient volunteers are
2044 unavailable.

2045

2046 D) Temporary Assignment Pay

2047

2048 Whenever an officer is assigned to perform the duties of a higher-ranking officer for a period of
2049 one complete shift or more, he/she shall be compensated at the rate of pay of the higher
2050 ranked officer.

2051

2052 E) The Specialist in charge of the Photo Identification Section shall receive an amount
2053 equal to the lesser of either one percent (1%) less than the salary of the rank of lieutenant, or
2054 four percent (4%) in addition to the salary of the rank of Specialists II, effective upon date of
2055 assignment.

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Wellness Incentive Qualifiers
City of Green Bay
Labor Management Committee
November 12th, 2004, 8:00 AM, City Hall Room 604

2062 This exhibit is meant to be a basis for an incentive for participating in activities that will
2063 enhance individual employee wellness and reduce claims expenses. Enhanced employee
2064 wellness and reduced medical claims expense will have a positive effect on everyone at the
2065 City.

2066
2067 **Screening & Physician Qualifiers:**

- 2068
- 2069 • Register as a patient with a Primary Care Physician (PCP)

 - 2070 • Participation in the confidential, on-site health screening (Health Risk Assessment –
2071 HRA)

 - 2072 • Completion of a routine physical exam as provided for by established age and sex
2073 appropriate guidelines (See current guidelines listed below)

 - 2074 • **Females**

 - 2075

 - 2076 • Females between the ages of 40-49 need to have an annual pelvic/pap smear
2077 and a mammogram every other year.

 - 2078 • Females age 50 and older need to have an annual physical exam including:
2079 height/weight, blood pressure, complete skin exam, complete oral cavity exam,
2080 palpitation for thyroid nodules, auscultation for carotid bruits, total cholesterol,
2081 pelvic/pap smear, and mammogram.

 - 2082 • All pregnant employees are required to be under the care of a physician, and
2083 attend a prenatal class or view a series of prenatal videos.

 - 2084 • **Males**

 - 2085 • Males age 50 and older need to have an annual physical exam including:
2086 height/weight, blood pressure, complete skin exam, complete oral cavity exam,
2087 palpitation for thyroid nodules, auscultation for carotid bruits, total cholesterol,
2088 and rectal exam.

 - 2089

2090 Note: You must also complete the Physical or Other Health Related Activity requirement.
2091
2092
2093

2094 **Physical or Other Health Related Activity Qualifier:**

2095

2096 Complete any **one** of the following Physical or Other Health Related Activities, or any other
2097 similar activity as deemed appropriate by the employee, to meet this requirement. The items
2098 listed below are examples only.

2099

2100 Examples of Physical or Other Health Related Activity Qualifiers (you need only one):

2101

- 2102 • Participation in any "Fun Run / Walk" activity
- 2103 • Participation in a "Learning Session" such as City sponsored "Lunch and Learn" sessions
2104 or the Wausau Benefits Disease Management Web Seminars
- 2105 • Participation in the level of 'Active' Disease Management as suggested by Wausau
2106 Benefits Disease Management Nurse Coordinators
- 2107 • Activity time at a local Fitness Club or YMCA
- 2108 • Individual physical activity time, such as a walking program, softball league participation,
2109 etc.
- 2110 • Participation in a Smoking Cessation Program; Weight Management classes or groups;
2111 Stress Management classes; etc.
- 2112 • Job oriented targeted training
- 2113 • Any other Physical or Other Health Related Activity as deemed appropriate by the
2114 employee and reported to Human Resources

2115

2116 Note: You must also complete the Primary Care Physician (PCP), Health Risk Assessment (HRA),
2117 and Physical Exam requirements.

2118

2119 Employees must complete Wellness Incentive requirements and then submit signed "MD Alert
2120 Sign-Off Form" to Human Resources

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2122

ATTACHMENT A
MD ALERT SIGN-OFF FORM

City of Green Bay

Wellness Incentive Requirements for Physical Exam

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These requirements are the basis for a significant financial incentive for City of Green Bay employees.

Attention Physician: Completing this form will help you avoid follow up phone calls or requests for additional services relative to these requirements.

Attention Employee / Spouse: Complete the requirements below and obtain Physician's signature and return this signed form, to Lifestyle Health Systems by November 15.

Requirements

- Be registered as a patient with a Primary Care Physician (PCP), i.e., Obstetrician / Gynecologist, Internist, Family Practitioner, General Practitioner, etc., and
- Completion of a routine physical exam as provided for by established age and sex appropriate guidelines listed below. Note: employee/spouse must have attained the ages below by January 1st of the current year. If under these ages, then you don't need to do physical exam requirement.
- ***Note to physician:*** Services rendered are at the discretion of the physician. If the guidelines below list procedures you don't deem medically appropriate for a patient, they may be omitted. If the guidelines below don't list all procedures you deem medically appropriate for a patient, you may perform additional services. Services rendered will be subject to health plan provisions.

Females

- **Females between 40-49** need to have an annual pelvic/pap smear and mammogram every other year.
- **Females age 50 and older** need to have an annual physical including: height/weight, blood pressure, complete skin exam, complete oral cavity exam, palpitation for thyroid nodules, auscultation for carotid bruits, pelvic/pap smear, mammogram.
- **All pregnant females** are required to be under a physician's care.

Males

- **Males age 50 and older** need to have an annual physical including: height/weight, blood pressure, complete skin exam, complete oral cavity exam, palpitation for thyroid nodules, auscultation for carotid bruits, rectal exam.

This form is completed for: ___EMPLOYEE ___SPOUSE (write employee name below)

Employee Name (Print): _____

Spouse Name (Print): _____

PCP Name: _____

Date of Physical Exam: _____

I certify that the above individual has completed these requirements in _____ (fill in current year)

Physician or MD office administrative staff name (Print): _____

Signed: _____ Date: _____

(MD or other MD office administrative staff)

MD phone number: _____

Return signed form when requirements are completed, but no later than November 15 to: LifeStyle Health Systems 2551 Continental Ct. #1 Bellevue, Green Bay, WI 54311 (fax 1-800-830-1038) phone (469-1600)

SUMMARY
OF
HEALTH INSURANCE CHANGES

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1. Specialty Pharmacy Program

Any member will be required to fill these Meds through the Specialty Pharmacy Program Service.

Employee must use mail order or, for in office injections, must have it shipped to MD's office.

No member will be denied the option to have medication injected in MD office or be required to pay a higher amount for in-office injections.

Additional injectible medications will be added or deleted from the current list by Innoviant and Specialty Pharmacy.

This plan is effective the first of the month following ratification.

2 Spousal Participation in Wellness Incentive Program

Spouses will be required to participate in the Wellness Incentive Program.

This requirement will be effective for 2009 with the various activities to take place during 2008.

There will be three levels of incentive: Employee, Employee and Spouse, and Employee with Spouse not participating.

Employer/Employee Contribution Levels:

90%/10% without incentive; the 10% would apply in 2008.

87.5%/12.5% without incentive; the 12.5% is effective in 2009 and includes a 2.5% penalty.

92.5%/7.5% with incentive.

91.25%/8.75% with either spouse or employee not participating.

The spouse participation requirement will be waived when employee attests that spouse resides at a separate home address.

The City will waive the HRA requirement for spouse if spouse has HRA screening at another employer.

The City will grandfather spouses married after June 30 for that year at their current employee incentive premium contribution.

September 15, 2008

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Thomas J. Parins, Sr. Esq.
On Behalf of the Green Bay Professional Police Association
422 Doty Street
P.O. Box 817
Green Bay, WI 54305

Re: Modification of Preventive Care Benefit for Green Bay Professional Police Association

Dear Mr. Parins:

This letter will confirm the agreement between the City of Green Bay and Green Bay Professional Police Association that is part of the negotiations between the City and the Association. The Preventive Care Benefit in the City of Green Bay Health Benefit Plan will be increased from \$500 per year to \$1,000 per year with the waiver of any deductible being applied toward the Preventive Care Benefit used by an employee. This change will be effective upon ratification of the Tentative Agreement by the Police Association and the Common Council or issuance of any arbitration award.

Sincerely,

Fred Geissler
Human Resource Director
City of Green Bay

HRA Implementation Memorandum

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Implementation of the spousal participation aspects of the HRA/Wellness program shall occur after the City has provided the Green Bay Professional Police Association with a reasonable program outlining the time, place and manner of the spouses' participation. This program shall include:

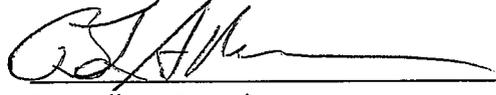
- 1) The date the program starts;
- 2) The sites at which the employee's spouse will be able to engage in the assessment;
- 3) The days and times of day during which the employee's spouse will be able to engage in the assessment, including availability of weekend days and times;
- 4) The form or procedure to be followed by the employee's spouse who participates in some other HRA which qualified him or her for exemption from the City's HRA;
- 5) If there is to be a second meeting with a health care professional to review the assessment and discuss recommended health strategies, then the sites and dates and times during which meetings can occur;
- 6) The opportunity for spouses whose work schedule conflicts with assessment schedule to make special arrangements to participate in the HRA;
- 7) Health record information for an individual obtained by the program provider shall not be shared with the employer. Aggregate data from which no personally identifiable information may be gleaned will be shared with the employer.

CITY OF GREEN BAY

GREEN BAY PROFESSIONAL
POLICE ASSOCIATION



Lynn M. Boland, Human Resources Director



Ben Allen, President