

AGREEMENT

Between

CITY OF GREEN BAY, WISCONSIN

And

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

2009-2011

TABLE OF CONTENTS

	Page
ARTICLE 1. RECOGNITION/MANAGEMENT RIGHTS.....	3
ARTICLE 2. PURPOSE OF AGREEMENT	3
ARTICLE 3. BARGAINING UNIT ACTIVITY.....	4
ARTICLE 4. MAINTENANCE OF STANDARDS.....	4
ARTICLE 5. GRIEVANCE PROCEDURE.....	5
ARTICLE 6. HOURS.....	5
ARTICLE 7. SHIFT ASSIGNMENTS.....	6
ARTICLE 8. OVERTIME	6
ARTICLE 9. RETIREMENT	8
ARTICLE 10. PAY PERIOD.....	8
ARTICLE 11. SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES	8
ARTICLE 12. SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY.....	9
ARTICLE 13. CLOTHING ALLOWANCE.....	10
ARTICLE 14. DUTY INCURRED DISABILITY PAY.....	10
ARTICLE 15. VACATIONS	10
ARTICLE 16. VACATION PAY USED FOR SICKNESS.....	11
ARTICLE 17. SICK LEAVE	11
ARTICLE 18. HEALTH AND DENTAL INSURANCE	13
ARTICLE 19. LIFE INSURANCE.....	14
ARTICLE 20. JURY DUTY.....	14
ARTICLE 21. FUNERAL LEAVE	15
ARTICLE 22. LONGEVITY.....	15

ARTICLE 23. DEDUCTIONS	15
ARTICLE 24. HOLIDAYS	15
ARTICLE 25. PERSONAL LEAVE DAYS.....	16
ARTICLE 26. OTHER FRINGE BENEFITS	17
ARTICLE 27. DISCIPLINE.....	17
ARTICLE 28. LEAVE OF ABSENCE	17
ARTICLE 29. MILITARY LEAVE.....	18
ARTICLE 30. EDUCATION CREDITS.....	18
ARTICLE 31. DRUG TESTING	18
ARTICLE 32. WAGE HOUR LEGISLATION	26
ARTICLE 33. AMENDMENT PROVISION.....	26
ARTICLE 34. SAVINGS CLAUSE.....	26
ARTICLE 35. NO OTHER AGREEMENT	26
ARTICLE 36. CHANGES IN THE TERMS OF THIS AGREEMENT	27
ARTICLE 37. PROMOTIONS.....	27
ARTICLE 38. TERM OF AGREEMENT	28

1 THIS AGREEMENT is made and entered into according to the provisions of Section 111.70 (3)
2 (d), Wis. Stats., by and between the City of Green Bay as municipal employer, (hereinafter
3 called the "City"), and the Bargaining Unit of the Green Bay Police Department Supervisory
4 Personnel, (hereinafter called the "Bargaining Unit").
5

6 ARTICLE 1
7 RECOGNITION/MANAGEMENT RIGHTS
8

9 1.1 The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time
10 supervisory personnel of the Green Bay Police Department having powers of arrest and
11 employed by the City. Such supervisory personnel shall include those persons with the
12 rank of Captain and Lieutenant in the matter of wages, hours and working conditions.
13 Supervisory job duties, in all cases except emergency, shall be assigned only to members
14 of the Supervisory unit. Prior to any negotiations, the City shall be furnished with a list
15 of the membership of the Bargaining Unit.
16

17 1.2 MANAGEMENT RIGHTS - The Bargaining Unit recognizes the prerogative of the City,
18 subject to its duties to collectively bargain, to operate and manage its affairs in all
19 respects in accordance with its responsibilities, and the powers and authority which the
20 City has not abridged, delegated or modified by this Agreement, are retained by the
21 City, including the power of establishing policy to hire all employees, to determine
22 qualifications and conditions of continued employment, to dismiss, demote, and
23 discipline for just cause through the appropriate legal process, to determine reasonable
24 schedules of work, to establish the methods and processes by which such work is
25 performed. The City further has the right to establish reasonable work rules, to delete
26 positions from the Table of Organization due to lack of work, lack of funds, or any other
27 legitimate reasons, to determine the kinds and amounts of services to be performed as
28 pertains to City government and the number and kinds of classifications to perform such
29 services, to change existing methods or facilities, and to determine the methods, means
30 and personnel by which City operations are to be conducted. The City agrees that it may
31 not exercise the above rights, prerogatives, powers or authority in any manner which
32 alters, changes or modifies any aspect of the wages, hours or conditions of employment
33 of the Bargaining Unit, or the terms of this agreement as administered, without first
34 collectively bargaining the same or the effects thereof.
35

36 ARTICLE 2
37 PURPOSE OF AGREEMENT
38

39 2.1 It is the intent and purpose of the parties hereto that this agreement shall promote and
40 improve working conditions between the City and the Green Bay Police Department
41 Supervisory Bargaining Unit and to set forth herein rates of pay, hours of work and
42 other terms and conditions of employment to be observed by the parties hereto. In
43 keeping with the spirit and purpose of this agreement the City agrees that there shall be
44 no discrimination by the City against any employee covered by this agreement because

45 of his/her membership or activities in the Bargaining Unit, nor will the City interfere
46 with the right of such employees to become members of the Bargaining Unit. The City
47 retains all rights, powers or authority that it had prior to this contract. Working
48 conditions previously in effect shall not be reduced during the life of this agreement
49 providing they do not conflict with this agreement. It is generally agreed and
50 understood that members of the supervisory unit of the City of Green Bay Police
51 Department have because of their position, capacities, extraordinary duties and
52 responsibilities in their various departments and that at present these various
53 responsibilities are equated in a salary differentiation between police officers with more
54 than three and one-half (3½) years experience. It is the general understanding of the
55 parties hereto that these responsibilities of the supervisory unit of the City of Green Bay
56 Police Department will be expressed in an equitable formula.

- 57
58 2.2 Neither the Employer nor the Bargaining Unit shall discriminate in any manner
59 whatsoever against any employee because of race, creed, color, national origin, sex, or
60 handicap. The Employer and the Bargaining Unit agree to comply in all respects with
61 the provision of the Age Discrimination in Employment Act of 1967.

62
63 ARTICLE 3
64 BARGAINING UNIT ACTIVITY

- 65
66 3.1 The Bargaining Unit agrees to conduct its business off the job as much as possible. The
67 Bargaining Unit shall be allowed to hold its meetings at the Police Department. This
68 article shall not operate as to prevent a steward from the proper conduct of any
69 grievance in accordance with the procedures outlined in this agreement, shall not work
70 to prevent certain routine business such as the posting of Bargaining Unit notices and
71 bulletins and like duties. The City agrees to make the necessary space available for the
72 posting of Bargaining Unit notices and bulletins. Business agents or representatives of
73 the Bargaining Unit having business with the officers or individual members of the
74 Bargaining Unit may confer with such officer or members during the course of the
75 working day for a reasonable time, provided that permission is first obtained from the
76 commanding officer, or superior officer of that Bargaining Unit.

- 77
78 3.2 The employer hereby agrees not to deduct such reasonable time from the pay of such
79 officer or member, and agrees also that time spent in the conduct of grievance and in
80 bargaining shall not be deducted from the pay of delegated employee representative of
81 the Bargaining Unit. The Bargaining Unit committee shall be limited to no more than
82 three (3) members who are paid plus one (1) alternate.

83
84 ARTICLE 4
85 MAINTENANCE OF STANDARDS

- 86
87 4.1 The employer agrees that all conditions of employment in his/her individual operation
88 relating to wages, hours of work, overtime differentials and general working conditions

89 shall be maintained at not less than the highest standards in effect at the time of signing
90 of this Agreement, and the conditions of employment shall be improved wherever
91 specific provisions for improvement are made elsewhere in the Agreement.
92

93 ARTICLE 5
94 GRIEVANCE PROCEDURE
95

96 5.1 Both the Bargaining Unit and the City recognize that grievances and complaints should
97 be settled promptly at the earliest possible stage, and that the grievance process must
98 be initiated within fifteen (15) days of the incident or within fifteen (15) days of the
99 officer learning of the incident. Any grievance not reported or filed within the time
100 limits set forth above shall be invalid and void.
101

102 5.2 Any difference of opinion or misunderstanding which may arise between the City and
103 the Bargaining Unit shall be handled in the following manner:
104

105 5.2.1 The aggrieved employee shall present the grievance in writing to the Chief of
106 Police either alone or with a Bargaining Unit representative.
107

108 5.2.2 If the grievance is not resolved to the satisfaction of all parties within three (3)
109 working days (Saturday, Sunday, and Holidays excluded), either party may
110 submit said grievance, in writing, to the appropriate City Council Committee.
111

112 5.2.3 All other grievances relating to wages, hours, and working conditions or any
113 other matter under the jurisdiction of the Chief shall be directed to the Chief of
114 Police. The Chief of Police, in his/her discretion, may hold an informal meeting
115 with all parties involved or refer the matter directly to the appropriate City
116 Council Committee.
117

118 5.2.4 It is not the intention of the parties to circumvent or contravene any City
119 Ordinance or State Law. If there is any conflict or ambiguity insofar as any
120 phrase, sentence, or paragraph of this contract is concerned, then the ordinance
121 or State law shall apply.
122

123 5.2.5 Nothing herein shall limit any employee from his/her rights to a hearing
124 pursuant to Wisconsin Statutes including Wisconsin Statute 62.13 or other
125 Wisconsin Statutes in case formal charges are filed against him/her.
126

127 ARTICLE 6
128 HOURS
129

130 6.1 Non-Shift Employees. The normal work schedule for non-shift employees will be five (5)
131 days on, two (2) days off. Non-shift employees will receive approximately the same
132 number of days off per year as the shift employees. This will be accomplished by

133 allowing non-shift employees to select their days off on a monthly basis. These days off
134 shall be known as flex days. Non-shift employees are expected to select Saturdays and
135 Sundays first as flex days. Selection of any additional flex days will be governed by
136 staffing needs of the division the employees work in and will be authorized only if the
137 division's workload allows. The normal work day for non-shift employees will be eight
138 and one-half (8½) hours per day.

- 139
140 6.2 Shift Employees. A normal work schedule for shift employees shall consist of five (5)
141 days on with three (3) days off in a repeating cycle, with shifts rotating on the basis of
142 eight (8) groups. The normal work day shall consist of eight and one-half (8½) hours.
143 Shift employees will be required to attend mandatory in-service schooling totaling
144 twenty-five and one-half (25½) hours. This training shall occur on the officer's regular
145 days off and will involve no additional compensation.

146
147 ARTICLE 7
148 SHIFT ASSIGNMENTS

- 149
150 7.1 Shift Assignments. Assignments to shift positions will be based on seniority in rank.
151 However, when the Police Chief determines that it is in the best interest of the
152 Department based on special skills, performance, and/or qualifications for the position,
153 etc. the Chief may make shift assignments outside of seniority order. It is contemplated
154 that assignments to shift positions shall be made only when a vacancy exists in such a
155 position. In the case of Lieutenants and Captains, seniority shall mean seniority in rank.

- 156
157 7.2 Multi-Jurisdictional Drug Enforcement Unit.

158
159 7.2.1 Hours of employees assigned to the Multi-Jurisdictional Drug Enforcement Unit
160 may vary from those provided in Article 6, Hours. Employees assigned to the
161 Unit will be paid for all hours worked. Overtime hours shall be paid in
162 accordance with Article 8, Overtime. It is recognized that all applicable
163 requirements of the Fair Labor Standards Act shall apply.

164
165 7.2.2 Due to the nature of work anticipated within the Multi-Jurisdictional Drug
166 Enforcement Unit a time commitment may be required of employees assigned to
167 the Unit. Such time commitment shall not operate to deny anyone holding the
168 position to receive any possible promotion which may occur.

169
170 ARTICLE 8
171 OVERTIME

- 172
173 8.1 Rate: Lieutenants and Captains will be compensated at the rate of time and one half (1-
174 1/2) their normal hourly salary for all hours worked outside of their regular work hours.

- 175
176 8.2 Overtime for Lieutenants and Captains shall be authorized by the Chief of Police or the

177 Chief's designee.
178
179 8.3 Except as provided below, overtime shall not be allocated or assigned where it would
180 result in an officer working more than 14-1/4 hours, in a combination of overtime, duty
181 hours and/or shift trades in any 24-hour period. A new 24-hour period commences
182 whenever there is an 8-hour break in on-duty time. An officer cannot be inversed into
183 an assignment if it would result in the violation of this Article.
184
185 Hours related to emergency circumstances, court, Packer games or Americafest shall be
186 an exception to the 14-1/4 hour limit. Overtime may be refused where there is a
187 legitimate safety concern.
188
189 8.4 Overtime/Compensatory Time: Compensatory time shall be limited to an accumulation
190 of one hundred (100) hours [or the present accumulation of more than one hundred
191 hours (100)] derived from holiday work or overtime. In the instance of those already
192 over 100 hours as of the date of this agreement, the maximum accumulation of
193 compensatory time of any nature whatsoever shall be frozen at current levels not to
194 exceed 480 hours].
195
196 8.5 Court Cancellation Procedure: The afternoon shift commander will be notified of any
197 court cancellations. It then becomes the responsibility of the officer to call the shift
198 commander after five P.M. (5:00 P.M.) on the day prior to the scheduled court date as
199 to whether or not the court appearance has been canceled.
200
201 8.5.1 The shift commander will record all such calls by date and time in a log book;
202 that is, if an officer appears at court and the case has been canceled, he/she will
203 receive the pay for the court appearance only if he/she had called in after five
204 P.M. (5:00 P.M.) the prior day and was not notified of the cancellation. If the
205 officer had not called in the prior day, he/she will not receive the pay.
206
207 8.5.2 On those occasions when court appearances are canceled after five P.M. (5:00
208 P.M.), the shift commander will attempt to contact the officer with the
209 cancellation if the officer had already called in. If the officer is contacted twelve
210 (12) hours before the scheduled court appearance, the officer will not receive
211 pay.
212
213 8.6 Overtime for Green Bay Packer Games.
214
215 8.6.1 A posting shall be placed on the bulletin board once each year during the months
216 of June or July and all officers interested in working Packer games are requested
217 to sign the posting. This posting shall contain the anticipated manpower needs
218 for the games.
219

220 8.6.2 Captains and Lieutenants who sign the above said posting shall be assigned to
221 work each of the Packer games in the year in question on the basis of bargaining
222 unit seniority.

223
224 8.6.3 In the event that there are not enough patrol Captains or Lieutenants signing the
225 posting to provide a full complement of field directors, patrol Captains and
226 Lieutenants who are scheduled to work the day of the game on the shifts not on
227 duty during the game shall be assigned to work as field directors on the basis of
228 inverse seniority.

229
230 8.6.4 In the event that any officer who has signed the above said posting to work the
231 Packer games later decides not to work any given game, such officer shall have
232 the right to remove his/her name from the posting for any game by giving at
233 least ten (10) days advance notice of such removal before the game in question.

234
235 8.6.5 Captains and Lieutenants working overtime for Packer games shall be
236 compensated at twice (2x) their regular rate of pay for all hours worked.

237
238 ARTICLE 9
239 RETIREMENT

240
241 9.1 The City, for the years 2009, 2010 and 2011, shall pay one hundred percent (100%) of
242 employee's contribution to the Wisconsin Retirement Fund (Protective Occupation) in
243 each year of the agreement.

244
245 ARTICLE 10
246 PAY PERIOD

247
248 10.1 All personnel shall be paid bi-weekly.

249
250 ARTICLE 11
251 SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES

252 11.1

RANK	1/1/2009	6/20/2010 (2.0%)	1/2/2011 (2.5%)
Lieutenant	\$ 2,556.30	\$ 2,607.43	\$ 2,672.62
Captain	\$ 2,734.26	\$ 2,788.95	\$ 2,858.67

253
254 11.2 Lieutenants who are regularly asked to perform Captain duties will receive a differential
255 of 1.3% of the lieutenant base as compensation for those duties. A lieutenant will not
256 be eligible for any such differential payment until after completing one full year at the

257 rank of Lieutenant.

258

259

ARTICLE 12

260

SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY

261

262 12.1 All employees not assigned to the day shift shall receive, in addition to their base pay,
263 an amount equal to the monthly amount designated below based upon the hourly rate
264 for employee. The shift differential pay shall be on a monthly basis, but paid with the
265 employee's bi-weekly pay. Shift differential pay shall be administered in the same
266 manner as when it was expressed in dollar amounts.

267

268 Afternoon Shift 4 hours/Month

269

269 Night and Power Shift 5 hours/Month

270

271 12.2 The City shall also pay the equivalent of two (2) hours per month (at top Patrol Officer
272 rate) for officers assigned to polygraphic and artist duties, but reserves the right to
273 assign officers as needed.

274

275 12.3 Minimum Call-in Time: Employees will be compensated for a minimum of three (3)
276 hours for any call-in time worked on a scheduled work day, a day on which an officer
277 works a full 8 ½ hour work day pursuant to posted shift overtime, or for a call-in while
278 an officer is attending either a voluntary school or in-service training (an officer
279 receiving call-in pay on a day attending school shall still be entitled to compensatory
280 time as if no call-in occurred if the officer successfully completes the school in question,
281 and if the school is not successfully completed, shall receive compensatory time for
282 those hours in attendance). The department may engage police officers in police
283 business on site during in-service training without paying call-in, provided such shall not
284 jeopardize the officer receiving full credit for the class interrupted. Employees will be
285 compensated for a minimum of six (6) hours for any call-in time on a day off or
286 scheduled vacation. This call-in time shall be compensated at the base rate of pay.
287 Employees will be compensated for a minimum of six (6) hours for any call-in time on a
288 day off, scheduled vacation, or off-time. This call-in time shall be compensated at the
289 straight time rate of pay.

290

291 12.3.1 Any officer who takes vacation or off-time coming, personal leave day or any
292 other off-time authorized after being scheduled and notified of a required court
293 appearance or other required non-shift departmental duties shall be
294 compensated for a minimum of three (3) hours at their straight time rate.

295

296 12.4 Standby Pay: Officers asked to be available for immediate call to duty shall receive one
297 dollar and fifty cents (\$1.50) for all hours in which they are on standby. When actually
298 called to duty, they shall be compensated according to Article 8, Overtime of this
299 agreement. If such standby duty is necessary in order to provide mutual assistance

300 outside of the City limits, then the department shall select qualified officers for such
301 duty by seniority among those signing a posting.

302
303 12.5 Field Training Supervisor Pay: Field Training Supervisor pay will be paid at a flat rate of
304 One Hundred Dollars (\$100.00) per officer who completes at least six (6) weeks of a
305 normal 16-17 week training cycle payable the first pay period following completion of
306 training cycle.

307
308 ARTICLE 13
309 CLOTHING ALLOWANCE

310
311 13.1 Each employee of the Police Department shall have an account to be known as
312 "Clothing Allowance." The Chief of the Police Department shall have discretion as to
313 types of clothing to be purchased by employees of the Police Department.

314
315 13.2 In the case of personnel assigned to plain clothes assignments (Investigations,
316 Administration) the maximum annual clothing allowance shall be five hundred thirteen
317 and no/100ths dollars (\$513.00).

318
319 13.3 In the case of personnel assigned to the Operations Division (uniform personnel) the
320 maximum annual clothing allowance shall be four hundred seventy two and no/100ths
321 dollars (\$472.00).

322
323 ARTICLE 14
324 DUTY INCURRED DISABILITY PAY

325
326 14.1 An employee injured in the line of duty shall receive full pay when disabled, not to
327 exceed one hundred eighty (180) calendar days.

328
329 ARTICLE 15
330 VACATIONS

331 15.1

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

17	26
18	27
19	28
20	30

332
333 15.2 All vacation picks and off time shall be based on bargaining unit seniority regardless of
334 department seniority or time in rank.

335
336 ARTICLE 16
337 VACATION PAY USED FOR SICKNESS

338
339 16.1 Absence on account of sickness, injury or disability in excess of that hereinafter
340 authorized for such purposes may, at the request of the employee and within the
341 discretion of the department head, be charged against vacation leave allowance.

342
343 ARTICLE 17
344 SICK LEAVE

345
346 17.1 Police officers shall be granted sick leave with pay at the rate of one (1) working day for
347 each full month of service with no limit on accumulation. All sick leave shall be subject
348 to administration by the Police Chief. An employee may use sick leave or emergency
349 leave for absences necessitated by injury or illness to self or family. Employee using sick
350 leave for injury or illness to self will not be allowed to work previously posted and
351 signed for overtime within eight (8) hours of sick leave use.

352
353 17.2 Sick leave may be used for illness in the immediate family of an employee. What
354 constitutes the immediate family of an employee for the purpose of using sick leave for
355 illness shall be according to the rules established by the Common Council as to what
356 constitutes an immediate family for each of these two purposes.

357
358 17.3 In order to be granted sick leave with pay, an employee must:

359
360 17.3.1 Report promptly to the proper department officer the reason for his/her
361 absence.

362
363 17.3.2 Keep the proper department officer informed of his/her condition.

364
365 17.3.3 Permit the City to make such medical examination or nursing visit as it deems
366 desirable.

367
368 17.3.4 Submit a medical certificate for any absence of more than three (3) consecutive
369 working days, if requested by the City.

370
371 17.4 Health Insurance Payment Program. At the time of retirement, the employee's sick

372 leave up to a maximum of 135 accumulated days shall be placed in an escrow account
373 for purposes of payment of employee's health insurance premiums. The employee may
374 convert earned, unused vacation days to sick leave days during the employee's last five
375 (5) years of employment prior to retirement, the number of days not to exceed the
376 dollar amount needed to pay health insurance premiums until age sixty-five (65). All
377 employees reaching normal retirement or disability prior to attaining such age shall be
378 eligible to continue in the City's health insurance group plan until the age of sixty five
379 (65). Payment for sick leave upon retirement will be at an amount equalized between
380 the Fire and Police Departments. However, when an employee reaches the age of sixty-
381 five (65) and the employee's spouse is still under the age of sixty-five (65), the account
382 can still be used by the spouse to pay health insurance until such time that the spouse
383 reaches age sixty-five (65) or the total account is expended, whichever occurs first. If
384 funds remain in the employee's escrow account at age sixty-five (65), these funds may
385 be used to purchase supplemental Medicare insurance from the present health
386 insurance carrier for the employee and spouse until the escrow account is depleted.
387 The City shall pay all of the monthly premium payable, provided that the total amount
388 expended for such insurance for each retired employee shall be limited to an amount
389 equal to the percentage set forth below, of the value of any accumulated and unused
390 sick pay standing to the credit of that employee as of that employee's date of
391 retirement:

- 392
- 393 ○ 100% for employees retiring under disability retirement.
- 394 ○ 100% for employees retiring into the State Retirement System.
- 395

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

398

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

402

403 17.4.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed
404 amount for health insurance premium payment purposes.

405

406 17.4.2 Dependent children, in accordance with regular City policy, will be eligible to
407 apply the escrowed amount for health insurance premium payment purposes
408 upon the death of the surviving spouse. Remarriage of the surviving spouse will
409 terminate the eligibility of dependent children for this benefit.

410

411 17.4.3 When the death of a protective service employee occurs either before or after
412 retirement, the estate shall receive up to a maximum of 135 days accumulated
413 sick leave in the employee's account to apply toward paying health insurance
414 premiums.

415

416 17.4.4 This health insurance premium payment program for protective employees is
417 mandatory for all covered employees upon retirement and supersedes all
418 previous sick leave payment programs upon retirement sponsored by the City of
419 Green Bay.

420
421 17.4.5 If death of a covered bargaining unit employee occurs before retirement,
422 payment of up to a maximum of 135 days of accumulated sick leave will apply to
423 the estate of the deceased employee for purposes of payment of health
424 insurance premiums in accordance with the above policy.

425
426 17.4.6 An employee who has retired or in case of his/her death, the spouse has the
427 right to leave the amount credited to the escrow account for "Health Insurance
428 Purposes" until the end of the calendar year he/she obtains the age sixty-three
429 (63). At that time, they shall have to begin using the escrow account for "Health
430 Insurance Purposes."

431
432 17.5 Catastrophic Illness: During the period three (3) years prior to the employee's normal
433 retirement date (attainment of 53rd birthday), if the employee is injured or ill for more
434 than fifty (50) consecutive calendar days but less than six (6) calendar months, there will
435 be no reduction from the employee's sick leave accumulation. In order to be eligible for
436 this benefit the employee must have reached 135 accumulated sick leave days at some
437 point in his/her career, and the employee shall perform alternative duty if it is available
438 and if the employee is capable of performing same.

439

440 ARTICLE 18
441 HEALTH AND DENTAL INSURANCE

442
443 18.1 Employees shall be covered by the City's policies for surgical, medical, hospital,
444 outpatient diagnostic care, full payment of maternity benefits, increase in major medical
445 coverage to \$25,000 maximum and other benefits as such are enjoyed under the City's
446 policies for such insurance in force and effect during the year 1982. Individual rates
447 shall be paid by the City.

448
449 18.2 The City shall pay 90% of the health insurance premium for single or family coverage on
450 the PPO health plan. The employee shall pay 10% of the health insurance premium for
451 single or family coverage on the PPO health plan.

452
453 Employees shall be entitled to reduce their health insurance premium contribution by
454 2½% per year by successfully completing the "Wellness Incentive Requirements for
455 Physical Exam" as set forth on the MD Alert Sign-off Form. All wellness incentives must
456 be completed in the year prior to receive the 2½% reduction to the health insurance
457 premium in the following year. This agreement incorporates the "MD Alert Sign-Off
458 Form" referenced herein.

459

460 The deductibles shall be \$150/\$450 in network and \$300/\$900 out-of-network.
461 Employees who fail to participate in the Wellness Incentive Program will pay an
462 additional 2½% of the health insurance premium. This provision shall not apply if the
463 City discontinues the HRA/Wellness Program.
464

465 18.3 A three-tier Rx plan will be implemented with a \$5 co-pay for generic, \$15 co-pay for
466 name brand preferred, \$25 co-pay for name brand non-preferred. In cases where the
467 generic and the preferred brands have been determined by the attending physician to
468 be ineffective, thus rendering the non-preferred brand therapeutically necessary, the
469 non-preferred brand shall be covered as a preferred brand subject to medical necessity
470 review and prior authorization by current administrator.
471

472 18.4 The PPO plan for health insurance shall include \$15 office co-pay for office visits. There
473 shall be a maximum of three (3) office co-pay charges for employees with single
474 coverage and a maximum of seven (7) office co-pay charges for employees with family
475 coverage. In the event that there is a mistake in the billing practice of the medical
476 provider, the error shall be corrected.
477

478 18.5 The City shall pay 92½% of the dental premium for employees with family and single
479 coverage. The employee shall pay 7½% of the premium for family and single coverage
480 for the dental plan. The individual dental plan maximum benefits will be \$2,500 per
481 member per year including the tooth implant benefit.
482

483 18.6 Lieutenants and Captains shall be afforded the same benefits, rights and privileges with
484 respect to health insurance as are afforded other City Labor units.
485

486 ARTICLE 19
487 LIFE INSURANCE
488

489 19.1 All Police Officers shall receive the present life insurance program at no cost to the
490 individual officer.
491

492 19.2 Employees shall have the option to purchase an additional \$20,000 of life insurance for
493 themselves. Additionally, life insurance for spouse and dependent children shall be
494 made available as an option in the amounts of \$20,000 for spouse and \$10,000 for each
495 dependent. Employees shall pay all premium costs for the additional optional insurance
496 through payroll deductions.
497

498 ARTICLE 20
499 JURY DUTY
500

501 20.1 An employee may be granted a leave of absence with pay if called for jury duty. Any
502 compensation derived from such duty shall be turned over to the City.
503

504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544

ARTICLE 21
FUNERAL LEAVE

21.1 Each employee shall be entitled to the following funeral leave:

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

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

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

ARTICLE 22
LONGEVITY

22.1 All eligible police officers shall receive the following in addition to their base pay:

\$10.00 per month at the start of 8th year	\$10/month total
\$10.00 per month at the start of 12th year	\$20/month total
\$10.00 per month at the start of 16th year	\$30/month total

ARTICLE 23
DEDUCTIONS

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

ARTICLE 24
HOLIDAYS

- 545
- 546 24.1 Holidays included in this agreement are:
- 547
- | | | | |
|-----|------------------|------------------|---------------|
| 548 | New Year's Day | Thanksgiving Day | Labor Day |
| 549 | Independence Day | Memorial Day | Easter Sunday |
| 550 | Christmas Day | President's Day | Columbus Day |
- 551
- 552 24.2 One (1) holiday to be designated jointly between the Bargaining Unit and the Chief
553 Administrative Officer of the Police Department.
- 554
- 555 24.3 All shift personnel shall receive one (1) day's pay at straight (1x) time for each of the
556 above stated holidays, whether or not the employee works the holiday in question, and
557 all shift personnel who are regularly scheduled to work on a holiday shall additionally
558 receive eight (8) hours of pay or compensatory time subject to the maximum
559 accumulation provision for each such holiday provided that officers who are regularly
560 scheduled to work who call in sick for non work related reasons shall not receive such
561 eight (8) hours time. Non shift officers whose regular day off falls on any of the above
562 holidays will receive another full day off or will receive eight (8) hours compensatory
563 time subject to the maximum accumulation provision for each holiday involved. Non
564 shift employees who work a holiday shall receive additional time and one half (1 1/2)
565 pay and four (4) hours pay or compensatory time subject to the maximum accumulation
566 provision for each holiday so worked. Shift employees who are called in to work a
567 holiday that falls on their regular scheduled day off will be paid double time (2x).
- 568
- 569 24.4 Holidays shall be worked by those persons on the respective shifts who would normally
570 work on the holiday in question, and in the event there are more persons who would
571 normally work said shift than positions to be worked on such holiday, then the persons
572 to work on such holidays shall be selected on the basis of seniority among those
573 qualified.

574

575 ARTICLE 25

576 PERSONAL LEAVE DAYS

577

- 578 25.1 Regular full-time employees shall be eligible for three (3) personal leave days annually.
579 Personal leave days must be used during the calendar year earned. They may not be
580 accumulated. The employee shall provide at least seven (7) days notice for a day off,
581 except that such notice can be waived by mutual agreement of the employer and the
582 employee. The number of personal leave days earned shall be prorated for new full-
583 time employees in their initial calendar year of employment and for employees in their
584 final calendar year of employment with the City unless the employee terminates
585 employment by eligibility and acceptance to the State Retirement System, disability, or
586 death.
- 587
- 588

589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632

ARTICLE 26
OTHER FRINGE BENEFITS

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

ARTICLE 27
DISCIPLINE

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

27.2 Suspension, dismissal and reduction in rank of employees from the Police Department shall be governed by the procedure set forth in Section 62.13 of the Wisconsin Statutes.

ARTICLE 28
LEAVE OF ABSENCE

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

28.2 The Chief of the Police Department may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year including but not limited to the allowances under State or Federal Family and Medical Leave Laws.

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

ARTICLE 29
MILITARY LEAVE

633
634
635
636 29.1 Personnel of the Police Department, who leave or have left the City service by request
637 of the Federal Government, to enter active service of the Armed Forces of the United
638 States, and return within four (4) years, shall be entitled to their departmental seniority
639 and the rate of pay and position they would have been entitled to had their service with
640 the Police not been interrupted by service in the Armed Forces.

ARTICLE 30
EDUCATION CREDITS

641
642
643
644
645 30.1 Benefit. The City shall reimburse a Lieutenant or Captain tuition costs and book costs,
646 as defined below, upon successful completion of approved Police Science courses. The
647 student must attain a grade of C or higher to qualify for reimbursement. Approved
648 Police Science courses are defined as any course required for the attaining of a degree in
649 police career enhancement and previously approved by the Chief of Police.
650
651 30.2 Reimbursement. The reimbursement for tuition shall be 100% at the UWGB rate for
652 undergraduate courses, and 75% at the UWGB rate for graduate courses. Book
653 reimbursement shall be the actual cost of the book(s) in question or a total of \$50.00
654 whichever is less, provided that upon reimbursement the book(s) shall be turned over to
655 the department library. Reimbursement for tuition shall be limited to \$1,200.00 per
656 year, per student. The City shall have the right to claim reimbursement for any tuition
657 reimbursed under this provision within 30 months of any voluntary termination of
658 employment, or within 12 months of any retirement.

ARTICLE 31
DRUG TESTING

659
660
661
662
663 31.1 Purpose. The purpose of this policy is to provide all sworn employees with notice of the
664 provisions of the department drug testing program.
665
666 31.2 Discussion.
667
668 31.2.1 It is the policy of this department that the critical mission of law enforcement
669 justifies maintenance of a drug-free work environment through the use of a
670 reasonable employee drug testing program.
671
672 31.2.2 The law enforcement profession has several uniquely compelling interests that
673 justify the use of employee drug testing. The public has a right to expect that
674 those who are sworn to protect them are, at all times, both physically and
675 mentally prepared to assume these duties. There is sufficient evidence to
676 conclude that the use of controlled substances and other forms of drug abuse

677 will seriously impair an employee's physical and mental health, and thus job
678 performance.

679
680 31.2.3 Where law enforcement officers participate in illegal drug use and drug activity,
681 the integrity of the law enforcement profession and public confidence in that
682 integrity are destroyed. This confidence is further eroded by the potential for
683 corruption created by drug use.

684
685 31.2.4 Therefore, in order to ensure the integrity of the department and to preserve
686 public trust and confidence in a fit and drug-free law enforcement profession,
687 this department shall implement a drug testing program to detect prohibited
688 drug use by sworn employees.

689
690 31.3 Definitions.

691
692 31.3.1 Sworn Employee - Those employees who have been formally vested with full law
693 enforcement powers and authority.

694
695 31.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day
696 responsibility for supervising subordinates, or are responsible for commanding a
697 work element.

698
699 31.3.3 Drug Test - The compulsory production and submission of urine by an employee,
700 in accordance with departmental procedures, for chemical analysis to detect
701 prohibited drug usage.

702
703 31.3.4 Reasonable Suspicion - Reasonable suspicion is the quantum of knowledge
704 sufficient to induce an ordinary prudent and cautious person to believe that an
705 individual is using or under the influence of drugs or other controlled substances.

706
707 31.3.5 Probationary Employee - For the purposes of this policy only, a probationary
708 employee shall be considered to be any person who is conditionally employed
709 with the department as a law enforcement officer.

710
711 31.4 Procedures.

712
713 31.4.1 Prohibited Activity

714
715 The following rules shall apply to all applicants, probationary and sworn
716 employees, while on and off duty:

- 717
718 (a) No employee shall illegally possess any controlled substance.

719

- 720 (b) No employee shall ingest any controlled or other dangerous substance,
721 unless as prescribed by a licensed medical practitioner.
722
- 723 (c) Any employee who unintentionally ingests, or is made to ingest, a
724 controlled substance shall immediately report the incident to his/her
725 supervisor so that appropriate medical steps may be taken to ensure the
726 officer's health and safety.
727
- 728 (d) Any employee, having a reasonable basis to believe that another
729 employee is illegally using, or is in possession of any controlled
730 substance, shall immediately report the facts and circumstances to
731 his/her supervisor.
732
- 733 (e) Discipline of sworn employees for violation of this policy shall be in
734 accordance with the due process rights provided in the department's
735 discipline and grievance procedures.
736

737 31.4.2 Applicant Drug Testing
738

- 739 (a) Applicants for the position of sworn law enforcement officer shall be
740 required to take a drug test as a condition of employment during a pre-
741 employment medical examination.
742
- 743 (b) Applicants shall be disqualified from further consideration for
744 employment under the following circumstances:
745
- 746 1. Refusal to submit to a required drug test; or
 - 747 2. A confirmed positive drug test indicating drug use prohibited by
748 this policy.
749

750
751 31.4.3 Probationary Employee Drug Testing
752

- 753 (a) All probationary employees shall be required, as a condition of
754 employment, to participate in unannounced drug tests prior to the
755 completion of the probationary period. The frequency and timing of such
756 testing shall be determined by the chief or his/her designee, and shall not
757 exceed two (2) tests during the probationary period.
758

759 31.4.4 Employee Drug Testing
760

761 Sworn officers will be required to take drug tests as a condition of continued
762 employment in order to ascertain prohibited drug use as provided below:
763

- 764 (a) All sworn officers shall be required to submit to a drug test prior to
765 January 1, 1991. Officers receiving inpatient treatment for a dependency
766 problem at the time of the mass testing shall not be tested.
767
- 768 (b) A supervisor may order an employee to take a drug test upon
769 documented reasonable suspicion that the employee is or has been using
770 drugs. A summary of the facts supporting the order shall be made
771 available to the employee prior to the actual test.
772
- 773 (c) A drug test will be administered as part of all promotional procedures.
774
- 775 (d) Members of the following units, as a condition of their assignment to the
776 unit, shall be subject to random drug testing no more than two (2) times
777 in a calendar year:
778
- 779 1. Emergency Response Unit.
 - 780 2. Metropolitan Drug Enforcement Unit.
 - 781 3. Officers assigned drug investigations on a regular basis.
- 782
- 783 Any member, who refuses to submit to this form of testing for judgment,
784 fitness, and readiness for duty, shall be immediately removed from their
785 special assignments.
786
787
- 788 (e) Any sworn officer of this department who is directly involved in a serious
789 police incident shall be required by his/her supervisor to participate in a
790 drug screening test immediately following the event, or as soon as the
791 tactical situation allows. A serious incident is defined as:
792
- 793 1. Discharge of a firearm at a human being or a vehicle in which
794 human beings are contained.
 - 795 2. Police vehicle auto accident in which serious injury is sustained by
796 any involved officer or citizen requiring immediate medical
797 attention by hospital personnel. If it is clearly evident that the
798 officer is not at fault in the accident, no drug test will be required.
799
- 800
- 801 A directly involved officer is one who actually discharges the
802 weapon in case #1 or is the driver of the police vehicle in case #2.
803
- 804
- 805 (f) Any officer, who, in the carrying on of his/her police duties, ingests,
806 either directly or indirectly, any drug or narcotic substance, is required to
807 document, as soon as possible thereafter, such contact. Documentation

808 should occur in writing explaining all circumstances, and the employee's
809 supervisor should be notified as soon as possible. Drug tests will be
810 administered and no disciplinary action will be taken if the tests are
811 positive under the following conditions.

- 812
- 813 1. The officer was in physical danger if he/she did not ingest the
814 drug or narcotic substance.
 - 815
 - 816 2. Nothing in this policy shall be construed as granting permission
817 for police officers and/or narcotics agents to ingest any illegal
818 drug, marijuana, narcotic substance, or controlled substance
819 under any circumstance except as cited in (f) 1.

820

821 (g) Beginning in 1992, the department shall randomly test up to ten percent
822 (10%) of the bargaining unit. Such test shall occur once (1x) per year per
823 shift with no announcement of time or date. The method for random
824 selection shall be such that each member of the bargaining unit has an
825 equal chance of being selected.

826

827 31.4.5 Drug Testing Procedures.

- 828
- 829 (a) The testing procedures and safeguards provided in this policy to ensure
830 the integrity of department drug testing shall be adhered to by any
831 personnel administering drug tests.
 - 832
 - 833 (b) Personnel authorized to administer drug tests shall require positive
834 identification from each employee to be tested before they enter the
835 testing area. This shall consist of picture ID that is government or
836 employer issued.
 - 837
 - 838 (c) A pre-test interview shall be conducted by testing personnel with each
839 employee to ascertain and document the recent use of any prescription
840 or non-prescription drugs, or any indirect exposure to drugs that may
841 result in a false positive test result.
 - 842
 - 843 (d) The bathroom facility of the testing area shall be private and secure.
 - 844
 - 845 1. Authorized testing personnel shall search the facility before an
846 employee enters it to produce a urine sample, and document that
847 it is free of any foreign substances.
 - 848
 - 849 (e) Where the employee appears unable or unwilling to give a specimen at
850 the time of the test, testing personnel shall document the circumstances
851 on the drug test report form. The employee shall be permitted not more

852 than eight (8) hours to give a sample; during which he/she shall remain in
853 the testing area. Reasonable amounts of water may be given to the
854 employee to encourage urination. Failure to submit a sample shall be
855 considered a refusal to submit to a drug test.

856
857 (f) Employee shall have the right to request that their sample be split and
858 stored in case of legal disputes. The urine samples must be provided at
859 the same time, and marked and placed in identical specimen containers
860 by authorized testing personnel. One (1) sample shall be submitted for
861 immediate drug testing. The other sample shall remain at the facility in
862 frozen storage for one (1) year. This sample shall be made available to
863 the employee or his/her attorney should the original sample result in a
864 legal dispute or the chain-of-custody be broken.

865
866 (g) Specimen samples shall be sealed in the presence of the participants,
867 labeled, and checked against the identity of the employee to ensure the
868 results match the tested specimen. All collections are handled
869 forensically, which means they are labeled, double-sealed, double-
870 checked for accuracy and completeness, stored in a secure, locked
871 refrigerator until testing, and accompanied by a forensic chain-of-
872 custody.

873
874 (h) Whenever there is a reason to believe that the employee may have
875 altered or substituted the specimen to be provided, a second specimen
876 shall be obtained immediately under direct observation of the testing
877 personnel.

878
879 31.4.6 Drug Testing Methodology.

880
881 (a) The testing or processing phase shall consist of a two-step procedure:

- 882
883 1. Initial screening test
884
885 2. Confirmation test

886
887 (b) The urine sample is first tested using the initial drug screening procedure.
888 An initial positive test result will not be considered conclusive; rather, it
889 will be classified as "confirmation pending." Notification of test results to
890 the supervisor or other departmental designee shall be held until the
891 confirmation test results are obtained.

892
893 (c) A specimen testing positive will undergo an additional confirmatory test.
894 The confirmation procedure shall be technologically different and more
895 sensitive than the initial screening test.

- 896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
- (d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- (e) Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug screening test.
- | | |
|-----------------|----------|
| Amphetamines | 500 ng/1 |
| Barbiturates | 500 ng/1 |
| Cocaine | 300 ng/1 |
| Opiates | 300 ng/1 |
| THC | 100 ng/1 |
| PCP | 25 ng/1 |
| Benzodiazepines | 200 ng/1 |
| Methadone | 25 ng/1 |
- (f) Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method.
- | | |
|----------------------|--------|
| Marijuana metabolite | 15* |
| Cocaine metabolite | 150** |
| Opiates: | |
| Morphine | 300** |
| Codeine | 300*** |
| Phencyclidine | 25 |
| Amphetamines: | |
| Amphetamine | 500 |
| Methamphetamine | 500 |
- * Delta-9 tetrahydrocannabinol-9-carboxylic acid
** Benzoylcegonine
*** 25ng/ml if immunoassay-specific for free morphine
- (g) The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.

939 (h) Employees having negative drug test results shall receive a memorandum
940 stating that no illegal drugs were found. If the employee requests such, a
941 copy of the letter will be placed in the employee's personnel file.
942

943 (i) Any employee who breaches the confidentiality of testing information
944 shall be subject to discipline.
945

946 31.4.7 Chain of Evidence - Storage

947
948 (a) Each step in the collecting and processing of the urine specimens shall be
949 documented to establish procedural integrity and the chain-of-custody.
950

951 (b) Where a positive result is confirmed, urine specimens shall be maintained
952 in secured, refrigerated storage for one (1) year.
953

954 31.4.8 Drug Test Results

955
956 (a) All records pertaining to department-required drug tests shall remain
957 confidential, and shall not be provided to other employers or agencies
958 without the written permission of the person whose records are sought.
959

960 (b) Drug test results and records shall be retained in the employee's
961 personnel file for an indefinite period.
962

963 31.5 Actions Taken/Positive Results

964
965 31.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,
966 barbiturates, or any other major drug of abuse or illegal drug, the officer's
967 employment shall be terminated. If the test is determined to be inconclusive,
968 then the City shall not have just cause for termination.
969

970 (a) The exception shall be forced use as defined in Section (4) (f) 1.
971

972 31.5.2 An officer who tests positive for marijuana shall be subjected to discipline and
973 referred to the Employee Assistance Program.
974

975 (a) The officer shall be subject to mandatory random testing for a period of
976 two (2) years.
977

978 (b) The Employee Assistance Program shall not be a substitute for
979 disciplinary action if other rules and regulations have been violated or
980 crimes committed.
981

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

983
984 31.5.3 A positive test shall be defined as a confirmation test which establishes
985 conclusively that the officer has ingested one of the drugs in question.

986
987 31.6 Refusal to Submit
988
989 31.6.1 Officers who refuse to submit to a required drug test under this policy shall be
990 terminated from employment as a police officer.

991
992 ARTICLE 32
993 WAGE HOUR LEGISLATION

994
995 32.1 In the event Federal or State legislation is enacted concerning pay for overtime which
996 would result in the City paying members of the Bargaining Unit overtime pay for the
997 normal work week or day as set in this agreement, the work week and day as set shall
998 be re negotiable.

999
1000 ARTICLE 33
1001 AMENDMENT PROVISION

1002
1003 33.1 This agreement is subject to amendment, alteration, or addition only by a subsequent
1004 written agreement between and executed by the City and the Bargaining Unit where
1005 mutually agreeable. The waiver of any breach, term or condition of this agreement by
1006 either party shall not constitute a precedent in the future enforcement of all its terms
1007 and conditions.

1008
1009 ARTICLE 34
1010 SAVINGS CLAUSE

1011
1012 34.1 If any article or section of this agreement or any addenda thereto should be held invalid
1013 by operation of law or by any tribunal of competent jurisdiction, or if compliance with or
1014 enforcement of any article or section should be restrained by such tribunal, the
1015 remainder of this agreement and addenda shall not be affected hereby and the parties
1016 shall enter into immediate collective bargaining negotiations for the purpose of arriving
1017 at a mutually satisfactory replacement for such article or section.

1018
1019 ARTICLE 35
1020 NO OTHER AGREEMENT

1021
1022 35.1 The employer agrees not to enter into any other agreement, written or verbal, with the
1023 members of the Bargaining Unit individually or collectively, which in any way conflicts
1024 with the provisions of this agreement.

1025

1026 35.2 All amendments, deletions, or additions to the labor agreement which are mutually
1027 agreed to by both parties during this agreement shall be incorporated into the body of
1028 the next successor agreement.
1029

1030 ARTICLE 36
1031 CHANGES IN THE TERMS OF THIS AGREEMENT
1032

1033 36.1 If either party desires to negotiate any changes in this agreement to become effective
1034 after the end of the term of this agreement or any extension thereof, they shall notify
1035 the other party in writing of their desire to enter into such negotiating prior to July 1.
1036

1037 ARTICLE 37
1038 PROMOTIONS
1039

1040 37.1 Authority: The City retains the right to establish, control, and determine the
1041 promotional selection process and perform any managerial function not specifically
1042 limited by this Article. Promotions to the position of Lieutenant and Captain will be at
1043 the discretion of the Police Chief with confirmation by the Police and Fire Commission.
1044

1045 37.2 Announcements: Notice of intent to fill a vacancy or pending vacancy will be
1046 announced in roll call and posted on a department bulletin board for a period of not less
1047 than 2-months prior to the start of the promotional process. The posting will include
1048 application closing date, minimum job qualifications, testing procedures and weighting
1049 levels as determined by the Police Chief.
1050

1051 37.3 Experience:
1052

1053 37.3.1 Lieutenant: Applicants for the position of Lieutenant must have a minimum of 8-
1054 years of experience as a Green Bay Police Officer.
1055

1056 37.3.2 Captain: Applicants for the position of Captain must hold the rank of Lieutenant
1057 and have at least 2-years experience in this position to be a candidate, however,
1058 the applicant must have 3-years experience at the Lieutenant rank to be eligible
1059 for promotion to Captain.
1060

1061 37.4 Exam Weights: The announcement will list the job dimensions to be tested in the exam
1062 and the weights of each examination phase.
1063

1064 37.5 Application: Interested officers will submit a letter of interest and résumé to the Police
1065 Chief by the deadline established in the written announcement.
1066

1067 37.6 Eligibility List: The Police Department will maintain an eligibility list that expires 1-year
1068 after the date of approval of the list by the Police and Fire Commission.
1069

1070 37.7 Probationary Period. All promoted employees will serve a minimum probationary
1071 period of 1-year uninterrupted by any type of service break.

1072
1073 37.8 Notice. In the event of changes to the promotional process or policy, the Police Chief
1074 will provide a minimum of a 14-calendar day notice to the Union and at the request of
1075 the union meet to discuss the changes.

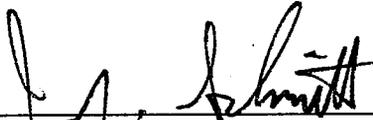
1076
1077 ARTICLE 38
1078 TERM OF AGREEMENT

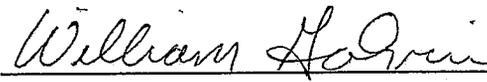
1079
1080 38.1 This contract shall be binding on both parties and effective from the 1st day of January,
1081 2009 to and including the 31st day of December, 2011.

1082
1083 IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 30th day of
1084 October, 2010

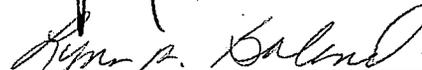
1085
1086 CITY OF GREEN BAY

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

1087
1088 
1089 _____
1090 James Schmitt, Mayor



William Galvin
President, Supervisory Bargaining Unit

1091
1092 
1093 _____
1094 Lynn M. Boland, Human Resources Director

1095
1096
1097 ATTEST:
1098 
1099 _____
1100 Chad Weininger, City Clerk

1101