

AGREEMENT
Between The
CITY OF WEST ALLIS

And

**THE WEST ALLIS PROFESSIONAL
POLICE ASSOCIATION**



January 1, 2019 – December 31, 2021

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PREAMBLE

This Agreement is made and entered into by the CITY OF WEST ALLIS,
WISCONSIN, hereinafter referred to as the "City" and the WEST ALLIS
PROFESSIONAL POLICE ASSOCIATION, hereinafter referred to as the "Association"
pursuant to the provisions of Chapter 111.70, and subject to the sections of the Wisconsin
Statutes as may be pertinent hereto.

1 ARTICLE 1

2 MANAGEMENT RIGHTS

3 Any and all rights, powers and authority which existed prior to entering into this
4 Agreement relating to the right to operate and manage its affairs in accordance with all
5 rights and authority to which they are entitled by law are retained solely and exclusively
6 by the City, the Police and Fire Commission and the Police Chief, except as expressly and
7 specifically abridged, delegated, granted, modified or limited by this Agreement and
8 except as they are subject to the laws of the State of Wisconsin. These shall include but
9 are not limited to (1) the right to determine (a) the size and composition of the working
10 force, (b) the number and location of its facilities, (c) the services to be rendered and the
11 operations to be conducted, (d) the organization of the Department, (e) the Rules and
12 Regulations of the Department, (f) the training and instructional programs, (g) the
13 practices and procedures for the efficient, disciplined and orderly operation of the
14 Department, including the sole right to discipline, suspend and discharge employees for
15 just cause, to hire, assign, transfer, promote and determine the qualifications of
16 employees, (h) the methods, means, equipment and personnel by which any and all
17 operations are conducted and services rendered, (i) whether and to what extent the work
18 required in the conduct of its operations and in rendering its services shall be performed
19 by employees covered by this Agreement, (j) the hours of work and work schedules, (k)
20 what work is to be performed by the Department, its place of performance and who is to
21 perform it, (l) the assignments and job duties; and, (2) the right to control the buildings,
22 real estate, materials, parts, tools, machinery and all equipment which may be used in the
23 conduct of its operations and the rendering of its services. The above rights are not all

- 1 inclusive, but indicate the type of matters or rights which belong to and are inherent in the
- 2 City, the Police and Fire Commission and the Police Chief.
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ARTICLE 2

RECOGNITION

SECTION 1. The City recognizes the Association as the sole collective bargaining agency for hours, wages, and other conditions of employment for all sworn law enforcement personnel of the Police Department holding the rank of sergeant, detective sergeant, detective, traffic investigator, corporal, specialty positions and patrol officer, but excluding all employees with a rank of lieutenant, captain, deputy chief, police chief, and all other supervisory, managerial and confidential employees, for the purpose of collective bargaining as defined in Section 111.70 (1) (d), Wisconsin Statutes.

1 ARTICLE 3

2 ASSOCIATION RIGHTS AND PRIVILEGES

3 SECTION 1. The City will provide the Association the use of reasonable space on the
4 bulletin boards located in the assembly room, lunch room, detective bureau, locker rooms
5 and satellite station for the purpose of posting material concerning, but not limited to, the
6 following types of subjects: (1) Association meetings; (2) Association elections;
7 (3) Association committee reports; (4) Association rulings or policy statements;
8 (5) Association recreational and social affairs; and (6) employee personal matters. No
9 material shall be posted which contains anything defamatory, scurrilous, matter pertaining
10 to candidacy for City of West Allis elective office and incumbents of such offices, or
11 anything reflecting in such manner upon the City or any of its employees. Violation of
12 this section shall be sufficient reason for removing the unauthorized posted material by
13 direction of the Police Chief or designated representative. Any dispute as to the exercise
14 by the Police Chief of this discretion shall be subject to the grievance procedure.

15 SECTION 2. Not more than two (2) Association representatives will be granted time off,
16 without loss of pay, at any one (1) time to attend labor contract negotiation meetings with
17 the City, provided, such representatives are members of the Association negotiating
18 committee and the representative's shift assignment is at the same time that a labor
19 contract negotiation meeting is conducted.

20 SECTION 3. The Association shall be allowed a total of seventy-two (72) hours annually
21 for members to attend Association conventions without loss of pay, provided that such
22 time off does not cause any employee to work overtime nor necessitate the payment of
23 call-in pay as set forth in Article 7, Sections 5 through 7.

1 SECTION 4. The Association shall be permitted the use of the assembly room, training
2 room or other suitable room at the police station to conduct business meetings subject to
3 the approval of the Police Chief. No permission is granted hereunder for on-duty
4 personnel to attend Association meetings during duty hours, with the exception of a
5 maximum of four (4) officers of the Association who may attend such meetings without
6 loss of pay, but who must respond immediately to any duty demands as directed. Split
7 shift personnel, whose assigned duty hours overlap the Association meetings scheduled
8 on the same day and which thereby prevent attendance at the scheduled meeting, shall be
9 permitted to attend subject to the same conditions and restrictions applying to the officers
10 of the Association.

11 SECTION 5. The Association shall inform the Police Chief and the Human Resources
12 Director of the City of the names of the Association representatives who are designated to
13 act on behalf of the Association for the purpose of adjusting grievances. One (1) such
14 designee for each normal work shift will be allowed a reasonable amount of time, to be
15 determined by the Police Chief or designated representative, during working hours,
16 without loss of pay, to investigate or otherwise process a grievance in Steps 1 - 2 of the
17 grievance procedure; provided, reasonable and appropriate notice to engage in such
18 activity is given to the designee's Commanding Officer; provided further, the designee's
19 participation in the activity does not interfere with the operations of the Police
20 Department. It shall be the duty of the Association to maintain notice to the Police Chief
21 and the Human Resources Director of such representatives on a current basis. Any
22 dispute concerning the exercise of discretion determining the allowable paid grievance
23 time shall be subject to the grievance procedure.

1 SECTION 6. The Association member serving as a state director of the State of
2 Wisconsin Professional Police Association shall be permitted to attend a minimum of
3 four (4) State Association meetings annually, without loss of pay. Additional time off,
4 without loss of pay, to attend State Association meetings may be granted at the discretion
5 of the Police Chief.

6 SECTION 7. Association members will be electronically notified of new or amended
7 Department standards prior to implementation.

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1 ARTICLE 4

2 DUES DEDUCTION AGREEMENT

3 SECTION 1. The City agrees, upon receipt of written authorization, to deduct monthly
4 dues from the earnings of regular full-time employees in the bargaining unit described in
5 Article 2, Section 1, of this Agreement. The Association shall provide the Employer
6 copies of the Dues Deduction Authorization Form documenting an employee’s voluntary
7 authorization to have such union dues deducted from their wages (hereafter,
8 “Authorization Form”); no dues will be deducted by the City from an employee unless it
9 has a signed copy of the Authorization Form from that employee.

10 SECTION 2. The City shall pay any amounts deducted pursuant to Section 1 above to the
11 Treasurer of the Association on or before the end of the month in which the deductions
12 are made. Any changes in the amount to be deducted shall be certified to the City by the
13 Treasurer of the Association at least thirty (30) days prior to the effective date of such
14 change.

15 SECTION 3. The City shall not be required to submit any amounts to the Association
16 under this Article for employees otherwise covered who are on layoff, leave of absence or
17 other status in which they receive no earnings for the pay period normally used by the
18 City to make such deductions or for which the earnings are not sufficient to cover the
19 deduction.

20 SECTION 4. The City shall not be liable to the Association, employee or any party by
21 reason of the requirements of this Article for the remittance or payment of any sum other
22 than that constituting actual deductions made from employee wages earned per the
23 Authorization Forms. The Association shall defend, indemnify and save the City

1 harmless against any and all claims, demands, suits, orders, judgments or other forms of
2 liability that may arise out of or by reason of action taken or not taken by the City under
3 this Article.

4 SECTION 5. In the event the Association encourages its members to strike for any
5 reason or any employee represented by the Association in collective bargaining with the
6 City engages in a strike, this Dues Deduction Agreement shall immediately be cancelled
7 and thereafter be null and void. A strike shall mean any work stoppage, slowdown,
8 refusal to perform any customarily assigned duties or absence from work because of
9 purported illness not verified by a written report from a health care provider to the City
10 while there is a pending labor dispute, as defined in Section 111.70 (1) (i), Wisconsin
11 Statutes.

12 SECTION 6. As to new employees, such deduction shall be made in the month
13 immediately following the date such employee completes the first ninety (90) days of
14 employment and upon the Employer's receipt of the Authorization Form. In the event
15 such new employee becomes a member of the Association prior thereto, such deduction
16 will commence with the month immediately following the receipt by the City of the
17 Authorization Form from the Association documenting the employee's authorization for
18 the deduction of union dues.

19 SECTION 7. The Association agrees to certify to the Employer only such dues as are
20 allowed by law and further agrees to abide by the decision(s) of the Wisconsin
21 Employment Relations Commission and/or courts of competent jurisdiction in this
22 regard.

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1 SECTION 8. No employee shall be required to join the Association, but membership in
2 the Association shall be made available to all employees who apply in accordance with
3 the Association Constitution and By-Laws. It shall be the Association's responsibility to
4 notify the WPPA office in Madison in writing of the name of any new hire into the
5 bargaining unit. An employee who chooses not to join the Association shall not be
6 required to pay dues or any other type of fee. Dues may only be deducted from an
7 employee's wages if the employee affirmatively consents to the deduction (i.e., executes
8 an Authorization Form). Authorizations of dues deductions by an employee may be
9 revoked upon notice in writing to the City and to the Association with the understanding
10 that the deduction will cease as reasonably as practical after receipt of the written notice
11 of revocation.

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1 ARTICLE 5

2 COMPENSATION

3 SECTION 1. Effective the first full pay period following January 1, 2019, January 1,
4 2020, and March 1, 2021, the salaries of the employees in the bargaining unit shall be
5 established as shown in Appendix A.

6 SECTION 2. Step Increments – A new officer will normally be appointed at the
7 beginning step of the Patrol Officer pay range. However, the Police Chief, with the
8 approval of the Police and Fire Commission, may appoint a new officer at a pay step
9 other than the beginning step if the officer's education, training and prior experience
10 justify such an appointment. Employees will move from the minimum (Step A) in the
11 pay range to the maximum (Step F) in the pay range in five (5) annual increments from
12 the date of appointment. Any employee promoted or reclassified to a higher paying
13 position shall be advanced to that step of the salary range of the higher paying position
14 which will result in a pay increase of not less than Eight Dollars (\$8.00) bi-weekly.

15 SECTION 3. Pay Days – Departmental pay days for all employees shall be on Friday of
16 the bi-weekly pay period or at the end of the normal working day on Thursday if Friday is
17 a holiday or Wednesday if Thursday and Friday are holidays. All employees shall be
18 enrolled in Direct Deposit.

19 SECTION 4. Out-of-Classification Assignments – Employees in the bargaining unit shall
20 receive compensation in addition to their base rate in accordance with the following
21 schedule:

- 1 A. Patrol Officers assigned to the main desk in the Communications Center shall
2 receive an additional Seventy-Five Cents (\$0.75) per hour for every hour worked.
3 No out-of-classification shall be paid to officers assigned to "limited duty".
- 4 B. Two (2) Patrol Officers (as determined by the Police Chief or designee) on each
5 shift who are designated to work as Acting Patrol Sergeant shall receive an
6 additional Twenty-Five Dollars (\$25.00) per month. Patrol Officers when
7 assigned as Acting Patrol Sergeant shall receive an additional One Dollar and
8 Fifty Cents (\$1.50) for every hour worked. Seniority does not apply in
9 assignment.
- 10 C. When a Patrol Officer is a designated primary or secondary Field Training Officer
11 in a training cycle, he/she shall receive an additional Twenty-Five Dollars
12 (\$25.00) per month. Patrol Officers when assigned as a Field Training Officer
13 shall receive an additional One Dollar (\$1.00) per hour for every hour worked.
14 Effective January 1, 2017, Patrol Officers when assigned as a Field Training
15 Officer shall receive an additional One Dollar and Fifty Cents (\$1.50) per hour for
16 every hour worked.
- 17 D. Association Member (excluding Specialist III) when assigned to the Training
18 Bureau as an Instructor shall receive an additional One Dollar (\$1.00) per hour for
19 every hour worked.
- 20 E. Patrol Officers when assigned for an entire shift as Court Liaison Officer shall
21 receive an additional Six Dollars (\$6.00) per day.
- 22 F. Patrol Officers when assigned as a Court Liaison (weekends only) shall receive an
23 additional One Dollar and Fifty Cents (\$1.50) per hour for every hour worked.

- 1 G. Road Sergeant shall receive an additional Fifteen Dollars (\$15.00) bi-weekly.
- 2 H. Effective January 1, 2010, sworn personnel when assigned as a Crisis Response
3 Unit (CRU) member shall receive an additional Forty Dollars (\$40.00) per month.
- 4 I. Four (4) Detectives (as determined by the Police Chief or designee) from the
5 Detective/Sensitive Crimes Bureau who are assigned to primary investigator
6 status shall receive an additional Twenty-Five Dollars (\$25.00) per month in
7 addition to any overtime hours worked.
- 8 J. Effective January 1, 2009, sworn personnel when assigned as Acting
9 Commanding Officer shall receive an additional One Dollar and Fifty Cents
10 (\$1.50) per hour for every hour worked, excluding daily thirty (30) minute lunch
11 period.

12 It is understood that out-of-classification assignments of employees is within the
13 sole and absolute discretion of the Police Chief.

14 SECTION 5. Canine Officer/Drug Detection Canine Officer – Canine Officers/Drug
15 Detection Canine Officers shall be compensated at the Specialist I base hourly rate, and
16 shall receive an additional ten (10) hours of pay per month at the rate of time and one-half
17 (1-1/2) per hour, for the daily care and maintenance of the police canine.

18 SECTION 6. On-Call Status for Detectives

19 A. There will be up to two (2) detectives, at the discretion of the Police Chief,
20 assigned to “On-Call Status” from the close of normal detective bureau hours
21 beginning on Friday at 2300 hours of an assigned “on-call” weekend to the start of
22 normal detective bureau business hours on the successive Monday.

1 B. There will be up to two (2) detectives, at the discretion of the Police Chief,
2 assigned to “On-Call Status” on holidays, as defined by Article 11, Section 6 of
3 this Agreement, beginning at 0000 hours of the holiday until 11:59 p.m. of the
4 holiday.

5 C. The Department will use a random selection process to assign the order that
6 detectives will be assigned to “on-call” weekends. Once established, the order
7 will repeat throughout the calendar year to ensure that “on-call” weekends are
8 distributed as evenly as is possible to all detectives.

9 D. “On-call” holidays will be selected or assigned on the basis of seniority. The
10 Department will use the detective seniority list, and by January 10, shall afford
11 senior detectives the opportunity to select a holiday(s). In the event that senior
12 detectives do not elect to cover every holiday, as defined above, the least senior
13 detectives will then be required to pick an “on-call” holiday, according to the
14 described selection process. The selection process will begin with the most senior
15 of these detectives and proceed down the list using seniority as the basis for the
16 order, until every holiday is covered.

17 E. Article 10, Section 3 requires that vacation selections be completed by
18 December 31 of the preceding year. When picking “on-call” holidays, the
19 member shall not pick a holiday for which they are on vacation. If the random
20 selection process for “on-call” weekends results in a detective being “on-call”
21 during a vacation, the Police Chief or his/her designee has the authority to
22 exchange (trade one (1) weekend for another) that specific “on-call” weekend

1 with another detective during that “on-call” rotation period to alleviate such
2 conflict.

3 F. Once assigned to “On-Call Status”, it is the responsibility of the detective to fulfill
4 this responsibility. If for some reason a detective cannot fulfill this responsibility,
5 it is the assigned detective’s responsibility to find a replacement or trade. The
6 replacement or trade must be approved by the Police Chief or designee.

7 G. The “on-call” detective shall answer or promptly return messages left on their
8 Department issued cell phone or phone number listed on the official Department
9 employee roster. The detective shall be available and able to return back to duty
10 during the time they are assigned to “On-Call Status”.

11 H. The Department policy will establish supervisory points of contact for all
12 incidents occurring outside of normal detective bureau hours. Said supervisory
13 contact will determine if the “on-call” detective will be contacted to respond to an
14 incident.

15 I. Establishment of an “on-call” detective does not alter the fact that any detective is
16 subject to be called back to duty and does not establish a requirement for the
17 Department to call in or contact the “on-call” detective first.

18 J. “On-call” detectives will be compensated for their “On-Call Status” by receiving
19 two (2) hours of straight time pay for each full weekend they are assigned “On-
20 Call Status” and one (1) hour of straight time for each holiday they are assigned to
21 “On-Call Status”.

1 K. "On-Call Status" pay does not prohibit a detective from earning overtime
2 compensation, as provided by this Agreement, for actual hours worked outside of
3 their scheduled duty hours during an "on-call" week.

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ARTICLE 6

HOURS OF WORK

SECTION 1. The assigned work schedules of non-civilian (sworn) employees of the Police Department will be a repetitive cycle of four (4) days on duty and two (2) days off duty or, in the case of Specialist III positions of the Forensic and Technical Services Bureau, Sensitive Crimes Unit, Criminal Investigations Unit and Special Investigations Unit (S.I.U.) a Monday through Friday work week of five (5) days on duty and two (2) days off duty, except in cases of positive necessity occasioned by some sudden and serious emergency which in the judgment of the Police Chief demands that such work schedules not be followed, in which event, scheduled rest days will be rescheduled at such times as will not impair the efficiency of the Department.

Specialty positions recognized under this Agreement are as follows:

- Special Investigations Unit Corporal
- Warrant Officer
- Community Resource Officer
- Canine Officer/Drug Detection Canine Officer
- Crisis Assessment Response Team Officer
- Middle School Liaison Officer
- High School Liaison Officer
- Traffic Investigator
- Court Liaison Sergeant
- Desk Sergeant
- Special Investigations Unit Sergeant

1 Forensic/Technical Bureau Sergeant

2 Training Bureau Sergeant

3 Accreditation Compliance Officer

4 All of the above positions shall be assigned to a Monday through Friday
5 work week of five (5) days on duty and two (2) days off duty except the Canine Officer
6 and Desk Sergeant, who shall work a repetitive cycle of four (4) days on duty followed by
7 two (2) days off duty. The parties agree that the above work cycles cannot be altered or
8 changed without mutual agreement of the Employer and the Association bargaining
9 committee. Provided, however, nothing in this provision shall be construed to limit the
10 Employer's ability from establishing additional specialty positions as the needs of the
11 Department require. Persons assigned to specialist positions who request to return to
12 their former work assignment, or who are reassigned, may return to their former shift, if
13 there is a vacancy or if the person assigned to replace the officer is on the shift to which
14 the officer desires to return.

15 If the shift to which the officer desires to return is not open, the officer will
16 initially be assigned to the shift vacated by the person replacing the officer. When a
17 vacancy occurs on the officer's preferred former shift, he/she shall be given priority on a
18 one-time basis to select to return to his/her preferred former shift.

19 SECTION 2. The regular hours of employment shall be divided into five (5) shifts of
20 eight (8) consecutive hours each designated as follows:

21 First Shift - 0700 to 1500

22 Second Shift - 1500 to 2300

23 Third Shift - 2300 to 0700

1 Fourth Shift - 1100 to 1900

2 Fifth Shift - 1900 to 0300; and such other shift as the service may require.

3 The regular hours for detectives shall be Monday through Friday (5-2 schedule) as
4 follows:

5 First Shift – 0800 to 1600

6 Second Shift – 1500 to 2300 or 1600 to 2400 (Police Chief’s discretion)

7 For those members working a 5-2 schedule – Any flexing of normal duty hours
8 shall be on a mutually agreed upon basis between the employee and the shift/bureau
9 supervisor. The flexing of normal duty hours includes the following: changing shifts or
10 changing the starting and ending times of a shift.

11 During the first year of employment, officers receiving state required police
12 officer certification training shall work a standard forty (40) hour, five (5) day per week
13 schedule, as required by the training school. In case of emergency or unusual conditions,
14 the Police Chief may otherwise designate the hours. In addition, each sworn employee of
15 the Department assigned to a 4-2 schedule shall report fifteen (15) minutes
16 prior to each eight (8) hour tour of duty for pre-shift report duty. No additional
17 compensation shall be paid for report duty.¹

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¹ In consideration of authorization of the 4-2 work schedule as part of the 1981-1982 contract settlement, sworn employees will work a 15-minute report time without additional compensation. Except as otherwise provided in this Agreement, the 15-minute report time is considered to be part of the 4-2 work schedule. The 4-2 work schedule results in a work week of 38.5 average hours.

1 This report duty shall not be considered as part of the regular hours of employment for
2 purposes of computing off-time benefits, such as holidays, vacation, sick leave and
3 supplementary Worker's Compensation payments.

4 SECTION 3. If during report time a sworn employee is ordered out to perform prescribed
5 duties, the employee will receive fifteen (15) minutes at straight time.

6 SECTION 4. Employees are allowed a lunch period of up to thirty (30) minutes in
7 accordance with their assigned work schedule. An employee must respond to an
8 assignment when required.

9 SECTION 5. Shift Selection – Shift selection shall be on the following basis:

10 A. For Patrol Officer, by years of service with the Department and for ranks higher
11 than Patrol Officer according to rank by years of service within that rank from the
12 last date of appointment to that rank. The above shall be subject to operational
13 requirements as determined by the Police Chief and shall apply only when a
14 vacancy is being filled.

15 B. Assignment to the Special Investigations Unit (S.I.U.) shall be a matter within the
16 sole discretion of the Police Chief. Effective January 1, 1993, officers shall be
17 assigned to a Monday through Friday work week of five (5) days on duty and two
18 (2) days off duty.

19 C. Shift selection within Specialty Positions shall be determined by the length of
20 continuous service from the date of appointment to the Specialty Position.

21 SECTION 6. Employees may be temporarily assigned to a different eight (8) hour work
22 shift for reasons of (a) positive necessity as determined by the Police Chief, due to some
23 sudden or serious emergency, (b) in-service training for two (2) or more consecutive days,

1 except where the scheduled training is less than a full shift duration, (c) voluntary
2 specialized schooling, seminars and conferences, or (d) other similarly good and
3 sufficient reasons.

4 An employee shall be assigned to a 5-2 work week, Monday through Friday, when
5 assigned to attend a specialty school of two (2) weeks or more.

6 SECTION 7. A time trade is where one (1) employee voluntarily works the full or partial
7 tour of duty, or changes shifts for another employee subject to the permission of the
8 Police Chief or the designated representative. An employee shall not work more than
9 twelve (12) consecutive hours in a twenty-four (24) hour period nor more than
10 sixteen (16) hours without eight (8) hours of time off between shifts as a result of a time
11 trade. The exchange of regular off days in this manner must be arranged by the
12 concerned employees and exchanges are permitted only between employees of the same
13 rank, except for Specialist I and Specialist II who may exchange regular off days with
14 bargaining unit employees of other ranks subject to the approval of the Police Chief or the
15 designated representative.

16 SECTION 8. Employees will be permitted unlimited time trades (trading practices within
17 certain classifications apply, see Section 7 above).

18 SECTION 9. Daylight Savings Time Transition – Employees working a nine (9) hour
19 shift as the result of the transition from daylight savings time during the fall of the year,
20 shall be paid at the rate of time and one half (1-1/2) for the ninth hour worked. A
21 deduction of one (1) hour shall be made from the compensatory time account of each
22 employee working a seven (7) hour shift as the result of the transition to daylight savings
23 time during the spring of the year.

1 SECTION 10. Roll Call Sergeant – The Roll Call Sergeant's shift shall begin fifteen (15)
2 minutes earlier and end fifteen (15) minutes earlier than those stated in Section 2 of this
3 Article.
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ARTICLE 7
OVERTIME

SECTION 1. With the exception of report duty under Article 6, Section 2, of the labor agreement, all service performed by employees in excess of eight (8) hours per day when such services are authorized by the Police Chief, shall be credited in compensatory time on the basis of time and one-half (1-1/2) for each overtime hour worked.

SECTION 2. In the event employees are required to work during the assigned vacation period or on a rest day, all hours worked by such employees will be credited on the basis of time and one-half (1-1/2) for each overtime hour worked; provided, any days of rest or assigned vacation periods may be suspended in case of positive necessity by some sudden or serious emergency which, in the judgment of the Police Chief demands that such days of rest or assigned vacation periods not be given at such time. This section shall not apply to any employee voluntarily working a rest day as part of a disciplinary suspension.

SECTION 3. Hourly compensation or credits referred to in this section shall be based on the hourly rates as set forth in Article 5, Section 1.

SECTION 4. Overtime shall be computed on the actual time worked.

SECTION 5. Employees who are assigned to work overtime hours, other than directly before or after their normal tour of duty, shall be guaranteed a minimum of two (2) hours of such duty, whether or not actually worked, and those hours will be credited on the basis of one and one-half (1-1/2) times the guaranteed hours, or at one and one-half (1-1/2) times the overtime hours worked, should such duty extend beyond the guaranteed hours. Employees shall report and compensation shall commence fifteen (15) minutes prior to scheduled Municipal Court appearances.

1 Officers, who schedule single days of vacation or compensatory time on dates
2 upon which the officer is required to make an appearance before the City of West Allis
3 Municipal Court, shall receive overtime compensation only for the hours actually worked.

4 SECTION 6. Department seniority and, when applicable, seniority within rank will be
5 the basis for overtime assignments for “scheduled overtime” only. “Scheduled overtime”
6 is defined as events involving a two (2)-week notice, if possible, and are limited to the
7 following:

- 8 A. Athletic events (each School Liaison Officer has the right of first refusal);
- 9 B. Minor parades that do not require shift assignments;
- 10 C. Minor community events that do not require shift assignment, not Department
11 programs; and
- 12 D. Special enforcement programs funded through federal or state grants.

13 The “scheduled overtime” event must be posted at least two (2) weeks, if possible,
14 in advance by proper departmental notice.

15 A sign-up sheet will be placed in the Assembly, listing the event, date of the
16 event, times officers will be scheduled for duty, sign-up deadline, and the rank of officers
17 eligible for assignment.

18 Once an officer accepts the overtime assignment, he/she will be held responsible
19 for appearing on that date.

20 Officers who are given overtime assignments involving Department programs will
21 be selected based upon current job assignment, prior experience with the program,
22 communication and public relations skills, and seniority. Department programs that are
23 currently authorized are National Night Out, Community Alliance Against Drugs events,

1 school dances and/or activity nights sponsored by the school district, Weed and Seed
2 Cigarette and Alcohol Enforcement, and the West Allis Youth Commission.

3 SECTION 7. Compensatory time earned pursuant to this Article may be used for time
4 off when approved by the Commanding Officer of the work shift/unit to which the
5 employee is assigned. The City will grant compensatory time off when, in the sole
6 discretion of the Police Chief, or designee, the taking of such compensatory time off will
7 not adversely affect the efficient, disciplined, and orderly operation of the Department.
8 Officers will continue to have access to time trade provisions subject to the terms of this
9 Agreement. In January of each year, Association Members will receive payment (at
10 straight time) for all hours of compensatory time in excess of sixty (60) that are listed in
11 their account as of December 31 of the previous year¹. In addition, each Association
12 Member shall have an option to receive payment on a monthly basis (at straight time) for
13 all or any part of the hours remaining in the employee's account as of the last day of the
14 month, provided the employee notifies the Finance Department within three (3) days prior
15 to the last day of the month of the employee's election and indicates the amount of such
16 time to be paid. Such payment shall be made by the second pay period following the
17 request. Employees who elect payment of overtime by November 30 will be paid by
18 separate check. All hours to be paid under this paragraph will be cancelled from the
19 Association Member's account upon payment.²

¹ See Article 17 – Miscellaneous Provisions, Section 7 – Miscellaneous Clarification as applicable.

² The parties agree that the above language which reflects the present practice of compensatory time shall remain in effect. In the event federal or state legislation shall make such practice illegal, the parties will meet and negotiate a new compensatory time procedure in compliance with the law.

1 Except in cases of retirement or resignation, all hours earned prior to
2 December 31 and carried into January of the next year shall be compensated solely as
3 time off. When compensatory time is taken, total accrued time shall first be reduced from
4 the carry-over bank.

5 An employee may request compensatory off-time not more than thirty (30) days in
6 advance of the scheduled off day.

7 SECTION 8.

8 A. Officers voluntarily attending specialty schools, seminars and conferences on off-
9 duty time shall receive compensatory time (green time) at the straight-time rate for
10 all time spent in such schools, seminars and conferences. The Police Chief shall
11 retain the right to assign and limit the number of officers to attend schools,
12 seminars and conferences. All training shall be registered with the Training
13 Bureau Captain.

14 B. Officers assigned to specialty schooling, seminars and conferences who are
15 required to drive to or from said events shall be compensated for travel time in
16 accordance with the Fair Labor Standards Act.

17 SECTION 9. Association Members shall have an option to receive payment at straight
18 time for all, or any part of, the overtime hours remaining in the employee's account on the
19 last regular paycheck of December, in accordance with the following:

20 A. Cut off for overtime hours that may be paid on the last regular paycheck of
21 December shall be in accordance with the normal pay period dates (e.g., if Friday,
22 December 28 is the last regular paycheck of December and is the pay day for the Saturday,

1 December 8 – Friday, December 21 pay period, the last overtime hours eligible to be paid on the
2 December 28 paycheck are those earned through Friday, December 21); and,

3 B. The payout request must be submitted in writing prior to, but no later than, the last
4 Thursday of the normal pay period dates (e.g., if Friday, December 28 is the last regular
5 paycheck of December and is the pay day for the Saturday, December 8 – Friday, December 21
6 pay period, the written request must be submitted by Thursday, December 20).

7 NOTE: All standard practices and procedures for requesting the payout, recording hours,
8 and submitting to Payroll, shall apply.

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ARTICLE 8
SENIORITY

SECTION 1. Seniority shall be determined by the employee's length of service as a Sworn Law Enforcement Officer in the Department.

SECTION 2. All new appointees to the Department, who have already completed an accredited Law Enforcement Academy, shall be on probation for a period of eighteen (18) months. Officers hired prior to completing an accredited Law Enforcement Academy shall be on probation for a period of twenty-two (22) months. Officers who miss extended periods of street duty during their probationary period, at the discretion of the Police Chief, may have their probation extended by the amount of time missed due to their extended absence. If the appointee proves unsatisfactory or unfit for continuance in the service during the probationary period, the appointee shall be terminated on recommendation of the Police Chief or on the recommendation of the Police and Fire Commission without recourse to appeal to the Police and Fire Commission.

SECTION 3. Herein incorporated and made a part of this Agreement are the applicable provisions of the Wisconsin Statutes, including Section 62.13 (5m):

Dismissals and Re-employment

A. When it becomes necessary, because of need for economy, lack of work or funds, or for other just cause, to reduce the number of subordinates, the emergency, special, temporary, part-time, or provisional subordinates, if any, shall be dismissed first, and thereafter, subordinates shall be dismissed in the order of the shortest length of service in the Department.

1 B. When it becomes necessary for such reasons to reduce the number of subordinates
2 in the higher positions or offices, or to abolish any higher positions or offices in
3 the Department, the subordinate or subordinates affected thereby shall be placed
4 in a position or office in the Department less responsible and according to his/her
5 efficiency and length of service in the Department.

6 C. The name of a subordinate dismissed for any cause set forth in this Article shall be
7 left on an eligible re-employment list for a period of two (2) years after date of
8 dismissal. If any vacancy occurs, or if the number of subordinates is increased in
9 the Department, such vacancy or new positions shall be filled by persons on such
10 list in the inverse order of the dismissal of such persons.

11 SECTION 4. Seniority shall terminate upon the occurrence of (a) discharge for just
12 cause, (b) resignation, and (c) retirement.

13

1 ARTICLE 9

2 LEAVES

3 SECTION 1. Funeral Leave – Upon application, leave of absence, not exceeding five (5)
4 days with pay, will be allowed members of the Department in case of death of the spouse,
5 child or stepchild, mother, father, mother-in-law, and father-in-law; and not exceeding
6 three (3) days with pay, will be allowed members of the Department in case of death of
7 brother, sister, or son-in-law or daughter-in-law of the employee and the step
8 relationships of the stated relationships; and not more than one (1) day in the case of
9 death of grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild,
10 aunt, aunt-in-law, uncle, uncle-in-law, brother-in-law and sister-in-law, and the step
11 relationships of the stated relationships. In the case of the death of any other relative, a
12 member will be permitted to change his/her next day off so that he/she may attend the
13 funeral or memorial service in lieu of a funeral.

14 SECTION 2. Sickness Disability Program

15 A. Sickness Disability Program A (Employees hired prior to August 28, 1996)

- 16 1. All non-civilian officers shall, after a term of employment of six (6)
17 months, be qualified to receive payment from the City on account of
18 physical inability to work by reason of sickness or accidental injury
19 occurring outside of employment. Such payments shall terminate when
20 disability for work ceases and shall, in no case, extend beyond the periods
21 hereinafter provided.

1 2. The administration of this Sickness Disability Program shall be
2
3 accomplished by the Police Chief under such rules and regulations as may
4 be prescribed by the Board of Police and Fire Commissioners.

5 3. The word "sickness" as it occurs in these provisions shall be understood to
6 include bodily disease and afflictions affecting an employee, except as
7 hereinafter stated, whether or not a precise diagnosis is possible, when
8 such disease is in fact disabling. Sickness shall include any ailment or
9 condition due to bodily injury except such injuries as are exempt because
10 compensable under the Worker's Compensation Act. Injury may be either
11 traumatic, such as that received from falls, wounds and contusions, or may
12 consist of such conditions as heat prostration or electric shock. Mental or
13 nervous afflictions may be recognized as sickness when they take the form
14 of mental diseases recognized by the medical profession, but the term
15 "sickness" shall not be extended to include mere mental attitudes, such as
16 anxiety, worry, grief, or mental shock, even though such may be, in fact,
17 disabling and may necessarily cause absence from duty. Necessary dental
18 care shall be recognized as a proper cause for granting sick leave. Ocular
19 conditions necessitating attention by an optometrist or ophthalmologist
20 may be recognized as a proper cause for granting sick leave.

21 4. The sickness disability benefits shall be as follows:

1 a. Short Term Disability

2 An employee who has completed five (5) years of service shall
3 receive full pay for the first through fifth consecutive working days
4 of absence.

5 b. Long Term Disability

6 (1) An employee who has completed ten (10) years of service
7 but less than fifteen (15) years of service shall receive full
8 pay for twenty (20) weeks and then half pay for an
9 additional thirty-two (32) weeks.

10 (2) If the employee has completed fifteen (15) years of service
11 but less than twenty (20) years of service, full pay from the
12 sixth consecutive working day of absence and continuing
13 for twenty-six (26) weeks, then half pay for an additional
14 twenty-six (26) weeks.

15 (3) If the employee has completed twenty (20) years of service
16 but less than twenty-five (25) years of service, full pay from
17 the sixth consecutive working day of absence and
18 continuing for thirty-nine (39) weeks, then half pay for an
19 additional thirteen (13) weeks.

20 (4) If the employee has completed more than twenty-five (25)
21 years of service, full pay from the sixth consecutive day of
22 absence and continuing for fifty-two (52) weeks.

- 1 5. The employee is to give notification of sickness to his/her immediate
2 supervisor prior to the scheduled work starting time. In the event the
3 employee has not given such prior notification, sick leave may be granted
4 by the Police Chief if the circumstances justify it.
- 5 6. If an employee has received long term disability benefits for any period
6 and is again absent on account of the same sickness within two (2) weeks
7 after the termination of such period, any remaining long term benefits shall
8 begin on the first day of absence.
- 9 7. Successive periods of sickness from any single cause shall be counted
10 together as one (1) period in computing the period during which an
11 employee shall be entitled to benefits, except that any sickness occurring
12 after an employee has returned to work and has been continuously engaged
13 thereafter in the performance of duty for thirteen (13) weeks shall be
14 considered as a new sickness and not as part of any disability which
15 preceded such period of thirteen (13) weeks.
- 16 8. "Full pay" and "half pay" shall be based on the employee's normal rate of
17 pay as established by salary ordinance excluding any other pay such as, but
18 not limited to, overtime, shift premiums, special duty pay, vacation
19 accrual, holiday pay accrual and automobile allowance.
- 20 9. Termination of Long Term Disability Benefits
21 Thirty (30) days from the date a health care provider determines that an
22 employee, receiving long term disability benefits, is permanently and
23 totally disabled, or that the employee will never return to unrestricted duty

1 within the Police service, the employee will make application for disability
2 retirement benefits under either or both Section 40.63 or 40.65, Wisconsin
3 Statutes. Thirty (30) days after certification of disability, or within
4 thirty (30) days after receipt of the decision of the Worker's Compensation
5 Division, DWD, determining the employee eligible for benefits under
6 Section 40.65, Wisconsin Statutes, long term disability benefits will cease.
7 Employment will simultaneously terminate, subject to existing rules
8 regarding use of accrued vacation days. The City will provide all
9 appropriate assistance to employees who decide to make application for
10 disability retirement.

11 10. Health Insurance

12 An employee whose long term disability benefits cease under the
13 conditions set forth in paragraph 9. above may participate in the City's
14 retiree health insurance as permitted by and in accordance with Section
15 2.76 (12) of the Revised Municipal Code and, if applicable, upon payment
16 of the premium share addressed in Article 14, Section 3. Retiree Health
17 Insurance.

18 11. This program shall not apply to time lost due to accidental injury arising
19 out of and in the course of employment for the City.

20 12. Certification of Illness

21 a. Sick leave of four (4) consecutive working days or less may be
22 permitted without requiring the employee to submit a health care
23 provider's certification of sickness or illness provided the Police

1 Chief has other satisfactory evidence of bona fide illness. The
2 granting of sick leave for not more than four (4) days without the
3 necessity of a health care provider's certification is in all cases
4 discretionary with the Police Chief and shall be subject to such
5 verification as he/she sees fit to require.

6 b. When sick leave extends beyond the fourth consecutive working
7 day of absence, a statement from a health care provider (when
8 appropriate) certifying the nature and duration of the sickness and
9 the anticipated date of return is required in all cases. There shall be
10 no payment for sickness in excess of four (4) consecutive working
11 days until certification is received by the Police Chief.

12 c. Employees receiving long term disability benefits shall periodically
13 submit reports regarding the nature of the sickness. Said reports
14 shall include the health care provider's estimate of the date the
15 employee will be able to return to duty. The Police Chief, keeping
16 in mind the nature of the sickness, shall determine the interval
17 between reports.

18 d. An employee, upon returning to work after receiving long term
19 disability benefits, shall submit a health care provider's report
20 certifying that the employee is able to return to duty.

21 e. The word health care provider as it occurs herein is defined as
22 provided under State and Federal FMLA – a doctor of medicine,
23 doctor of osteopathy, physician's assistant, podiatrist, dentist,

1 clinical psychologist, optometrist, chiropractor, nurse practitioner,
2 nurse midwife, or Christian Science Practitioner.

3 13. An employee with less than five (5) years of service credited may utilize
4 accrued vacation or time due to off-set any period of unpaid absence under
5 4. above.

6 14. Sick leave may be allowed in cases of sickness or injury occurring on
7 vacation, provided a proper certificate, as already described, is filed, and
8 other vacation time may be allowed in lieu of that lost due to sickness.
9 The privilege of allowing not more than four (4) days of sick leave without
10 certificate shall not be extended, however, to sickness while on vacation,
11 and only certified sickness or injury shall be recognized.

12 15. Willful violation of any of the rules and regulations of sick leave by any
13 employee or willful making of any false report regarding illness or sick
14 leave shall subject the employee committing such violation or making
15 such false report to disciplinary action and shall be considered cause for
16 discharge, suspension or demotion, subject to the law and rules regulating
17 such actions.

18 16. The several provisions of this Article shall not be understood to infringe
19 on the statutory power of the Board of Police and Fire Commissioners to
20 conduct investigations and the Board may, at any time, conduct
21 investigations into the operation of the Sickness Disability Program A.

1 B. Sickness Disability Program B¹ (Employees hired on/after August 28, 1996.)
2 1. All non-civilian officers shall be qualified to receive payment from the
3 City on account of physical inability to work by reason of sickness or
4 accidental injury occurring outside of employment. Such payments shall
5 terminate when disability for work ceases and shall, in no case, extend
6 beyond the periods hereinafter provided.
7 2. The administration of this Sickness Disability Program shall be
8 accomplished by the Police Chief under such rules and regulations as may
9 be prescribed by the Board of Police and Fire Commissioners.
10 3. The word "sickness" as it occurs in these provisions shall be understood to
11 include bodily disease and afflictions affecting an employee, except as
12 hereinafter stated, whether or not a precise diagnosis is possible, when
13 such disease is in fact disabling. Sickness shall include any ailment or
14 condition due to bodily injury except such injuries as are exempt because
15 compensable under the Worker's Compensation Act. Injury may be either
16 traumatic, such as that received from falls, wounds and contusions, or may
17 consist of such conditions as heat prostration or electric shock. Mental or
18

¹ 1. Effective upon signing of Agreement, all new hires are required to participate in "Sickness Disability Program B".
2. Employees hired prior to signing of this Agreement and currently in "Sickness Disability Program A", may change to "Program B", indefinitely, with a thirty (30) day notice to the Human Resources Office. This change is irreversible.
3. Current employee balances will be equal to 1.25 days/month upon signing of Agreement. No credit will be given to current employees for prior years of service.

1 nervous afflictions may be recognized as sickness when they take the form
2 of mental diseases recognized by the medical profession, but the term
3 "sickness" shall not be extended to include mere mental attitudes, such as
4 anxiety, worry, grief, or mental shock, even though such may be, in fact,
5 disabling and may necessarily cause absence from duty. Necessary dental
6 care shall be recognized as a proper cause for granting sick leave. Ocular
7 conditions necessitating attention by an optometrist or ophthalmologist
8 may be recognized as a proper cause for granting sick leave.

9 4. Benefits

10 An employee shall earn 1.25 days of sick leave per month (fifteen (15)
11 days per year).

- 12 5. The employee is to give notification of sickness to his/her immediate
13 supervisor prior to the scheduled work starting time. In the event the
14 employee has not given such prior notification, sick leave may be granted
15 by the Police Chief if the circumstances justify it.

16 6. Termination of Sickness Disability Benefits

17 Thirty (30) days from the date a health care provider determines that an
18 employee is permanently and totally disabled, or that the employee will
19 never return to unrestricted duty within the Police service, the employee
20 will make application for disability retirement benefits under either or both
21 Section 40.63 or 40.65, Wisconsin Statutes. Thirty (30) days after
22 certification of disability, or within thirty (30) days after receipt of the
23 decision of the Worker's Compensation Division, DWD, determining the

1 employee eligible for benefits under Section 40.65, Wisconsin Statutes,
2 sickness disability benefits will cease. Employment will simultaneously
3 terminate, subject to existing rules regarding use of accrued vacation days.

4 The City will provide all appropriate assistance to employees who decide
5 to make application for disability retirement.

6 7. Health Insurance

7 An employee whose sickness disability benefits cease under the conditions
8 set forth in paragraph 6. above may participate in the City's retiree health
9 insurance as permitted by and in accordance with Section 2.76 (12) of the
10 Revised Municipal Code and, if applicable, upon payment of the premium
11 share addressed in Article 14, Section 3. Retire Health Insurance.

12 8. This program shall not apply to time lost due to accidental injury arising
13 out of and in the course of employment for the City.

14 9. Certification of Illness

15 a. Sick leave of four (4) consecutive working days or less may be
16 permitted without requiring the employee to submit a health care
17 provider's certification of sickness or illness provided the Police
18 Chief has other satisfactory evidence of bona fide illness. The
19 granting of sick leave for not more than four (4) days without the
20 necessity of a health care provider's certification is in all cases
21 discretionary with the Police Chief and shall be subject to such
22 verification as he/she sees fit to require.

- 1 b. When sick leave extends beyond the fourth consecutive working
2 day of absence, a statement from a health care provider (when
3 appropriate) certifying the nature and duration of the sickness and
4 the anticipated date of return is required in all cases. There shall be
5 no payment for sickness in excess of four (4) consecutive working
6 days until certification is received by the Police Chief.
- 7 c. Employees receiving sickness disability benefits shall periodically
8 submit reports regarding the nature of the sickness. Said reports
9 shall include the health care provider's estimate of the date the
10 employee will be able to return to duty. The Police Chief, keeping
11 in mind the nature of the sickness, shall determine the interval
12 between reports.
- 13 d. An employee, upon returning to work after receiving sickness
14 disability benefits, shall submit a health care provider's report
15 certifying that the employee is able to return to duty.
- 16 e. The word health care provider as it occurs herein is defined as
17 provided under State and Federal FMLA – a doctor of medicine,
18 doctor of osteopathy, physician's assistant, podiatrist, dentist,
19 clinical psychologist, optometrist, chiropractor, nurse practitioner,
20 nurse midwife, or Christian Science Practitioner.
- 21 10. Sick leave may be allowed in cases of sickness or injury occurring on
22 vacation, provided a proper certificate, as already described, is filed, and
23 other vacation time may be allowed in lieu of that lost due to sickness.

1 The privilege of allowing not more than four (4) days of sick leave without
2 certificate shall not be extended, however, to sickness while on vacation,
3 and only certified sickness or injury shall be recognized.

4 11. Willful violation of any of the rules and regulations of sick leave by any
5 employee or willful making of any false report regarding illness or sick
6 leave shall subject the employee committing such violation or making
7 such false report to disciplinary action and shall be considered cause for
8 discharge, suspension or demotion, subject to the law and rules regulating
9 such actions.

10 12. The several provisions of this Article shall not be understood to infringe
11 on the statutory power of the Board of Police and Fire Commissioners to
12 conduct investigations and the Board may, at any time, conduct
13 investigations into the operation of the Sickness Disability Program B.

14 SECTION 3. Worker's Compensation – All members of the bargaining unit who become
15 eligible for weekly Worker's Compensation payments, shall be paid eighty percent (80%)
16 of wages in lieu of such payments. Such wages, which shall not diminish the employee's
17 sick leave, shall be paid only during the period of temporary partial or temporary total
18 disability. "Temporary partial" and "temporary total" are hereby defined according to
19 Wisconsin law.

20 SECTION 4. Military Leaves of Absence – Employees who enter military service in
21 times of national emergency or who participate in active duty training with the reserve
22 components of the military establishment shall be reimbursed by the City in accordance
23 with the provisions of Section 2.76 (14) of the Revised Municipal Code.

1 SECTION 5. Subrogation – In the event the City makes any payment of sickness
2 disability benefits under 2.76 of the Revised Municipal Code, the City shall be subrogated
3 to all the employee’s rights of recovery therefore against any third party or his/her insurer
4 for such payment. Should the employee make a claim or maintain an action against a
5 third party in a case where sickness disability benefits have been paid, said claim or
6 action shall include a demand for reimbursement of the sickness disability benefits paid
7 by the City. The City shall be entitled to any such benefits recovered by the employee,
8 minus one-third (1/3) thereof which represents the cost of collection. The City shall fully
9 restore the recovered sickness disability hours to the employee’s account. Any right to
10 subrogation for the payment of medical expenses, including hospitalization and/or
11 surgical care under 2.76 of the Revised Municipal Code, shall be pursuant to the
12 subrogation provisions of the Health Insurance Plan.

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ARTICLE 10
VACATIONS

SECTION 1.

Employees of the Police Department shall be entitled to and shall be granted vacations in accordance with the following schedule:

- 1. Eleven (11) working days after one (1) year of service
- 2. Twelve (12) working days after five (5) years of service
- 3. Seventeen (17) working days after eight (8) years of service
- 4. Twenty (20) working days after twelve (12) years of service
- 5. Twenty-two (22) working days after sixteen (16) years of service
- 6. Twenty-four (24) working days after twenty (20) years of service
- 7. Twenty-five (25) working days after twenty-one (21) years of service
- 8. Twenty-six (26) working days after twenty-two (22) years of service
- 9. Twenty-eight (28) working days after twenty-three (23) years of service
- 10. Twenty-nine (29) working days after twenty-five (25) years of service

Vacation time shall be earned at the rate of the number of days per month since the last anniversary date of appointment, within the preceding calendar year, with the maximum number of days per calendar year based upon an employee's years service credit, as indicated in the following schedule:

Days Per Month Since Last Anniversary Date	Maximum Days Per Calendar Year	Employee's Years of Service Credit
0.92	11	At least 1, but less than 5
1.00	12	At least 5, but less than 8
1.42	17	At least 8, but less than 12
1.66	20	At least 12, but less than 16
1.84	22	At least 16, but less than 20
2.00	24	At least 20, but less than 21
2.09	25	At least 21, but less than 22
2.17	26	At least 22, but less than 23
2.34	28	At least 23, but less than 25
2.42	29	After 25

1 An employee appointed on or before the fifteenth day of any month shall be considered to
2 accrue vacation for the entire month and an employee appointed after the fifteenth day of
3 any month shall not accrue vacation until the first of the succeeding month.

4 **SECTION 2.** Any employee hired on or after January 1, 2008 shall accrue vacation upon
5 their date of hire following the vacation schedule cited in this Article and are subject to
6 all other provisions of this Article.

7 **SECTION 3.** A vacation selection may at minimum be three (3) consecutive vacation
8 days, to a maximum of ten (10) vacation days. Consecutive is understood to mean in
9 conjunction with off days. If the three (3) vacation picks are not utilized on the
10 December 31 deadline for selection for the following calendar year, employees may pick
11 the remaining unused vacation picks throughout the year as long as the schedule is not
12 closed for the requested days. Unused vacation picks would have to be a minimum of
13 three (3) days and a maximum of ten (10) days.

1 The shift commander shall consider requests of down to a single day for a vacation pick
2 on a case-by-case basis. Single and two (2) day selections must be in the officer's first
3 three (3) requests to be considered. A one (1) week minimum block utilizing vacation
4 days is required for Christmas week. Officers must maintain sufficient days of vacation
5 to cover all scheduled vacation selections. The deadline for the vacation selection
6 process shall be December 31 of the current calendar year for selection in the next
7 calendar year.

8 SECTION 4. Any vacation taken before it has been fully earned shall be considered time
9 owed the City until it is earned. Any employee who leaves the service of the Department
10 due to resignation, retirement, layoff or death, or who takes military leave will be paid for
11 earned vacation time. In case of the death of any employee, the accrued vacation
12 allowance of such employee shall be paid to such person and in the manner provided by
13 Section 103.39 (2), Wisconsin Statutes. Any employee who leaves the service of the
14 Department for any of the reasons set forth above will have the compensation for vacation
15 time owed the City deducted from the employee's final pay. Employees discharged for
16 cause shall not be entitled to pay for accumulated vacation time.

17 SECTION 5. Each year's vacation must be taken before December 31. Vacation time not
18 taken off before the end of the year will be considered lost, however, this does not include
19 time accrued since the last anniversary date for vacation purposes. When an employee
20 who has resigned from the Department's service applies for reinstatement, the Police and
21 Fire Commission may, should it desire, grant that employee credit for prior service with
22 the Department for vacation purposes, if the situation should warrant such action.

1 SECTION 6. For purposes of vacation entitlement, an employee will receive credit for
2 other service in the employment of the City.

3 SECTION 7. The Police Chief shall determine and establish vacation schedules for
4 bureaus and work shifts, being guided by the practical considerations involved in the
5 efficient operation of the Department and the need to maintain the necessary strength of
6 personnel. Choice of vacation within the vacation schedule shall be on the following
7 basis: for Patrol Officer, by years of service with the Department and for ranks higher
8 than Patrol Officer, according to rank by years of service within that rank from the last
9 date of appointment to that rank.

10 SECTION 8.

- 11 A. Loss of vacation accrual shall begin after three (3) consecutive months on
12 sickness disability, at a loss rate of one-twelfth (1/12) of the employee's annual
13 vacation entitlement for the third month and one-twelfth (1/12) for each
14 succeeding full month on sickness disability.
- 15 B. If an employee goes on sickness disability leave on or before the fifteenth day of
16 the month, he/she shall be considered to be on sickness disability leave for the
17 complete month and if the employee goes on sickness disability leave after the
18 fifteenth of a month, that month will not be considered for loss of vacation
19 accrual. If the employee returns to duty prior to completing any full month on
20 sickness disability, that month shall not be considered for loss of vacation accrual.
21 If an employee is on sickness disability leave on December 31, loss of vacation
22 accrual will, nonetheless, continue into the next year.

1 C. Paragraphs 7 and 8 of Section 2, Sickness Disability Program A, of Article 9,
2 Leaves, shall apply to loss of vacation accrual.

3 D. If an employee is on sickness disability leave on his/her appointment date, loss of
4 vacation accrual will nonetheless continue.

5 SECTION 9. Effective January 1, 2019, an employee who uses one (1) full and
6 continuous workweek of vacation in the months of January, February, or March, will be
7 credited with one (1) additional day of vacation for said calendar year¹. The granting of
8 this one (1) additional vacation day shall be contingent upon the employee notifying, in
9 writing or via email, the Administrative Support Specialist assigned to the Police Chief's
10 Office, that they are entitled to the one (1) additional day per this provision. Upon
11 notification to the Administrative Support Specialist, the additional one (1) day will be
12 placed in the employee's regular vacation bank in accordance with the provisions of this
13 collective bargaining contract.

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¹ Capped at one (1) additional day per calendar year; that is, an employee is not granted one (1) additional day per each week taken in the months of January, February, or March.

1 ARTICLE 11

2 HOLIDAYS

3 SECTION 1. In lieu of holidays, employees shall be paid the equivalent of eleven (11)
4 eight (8) hour days, which shall be paid at time and one half (1-1/2). The holiday pay
5 hourly rate shall be as set forth in Appendix A. This compensation shall be paid on or
6 about December 1 of the year in which it is earned.

7 SECTION 2. Employees who terminate employment for any reason other than
8 involuntary disciplinary discharge, will be compensated as set forth in Section 1, on a
9 pro-rated basis computed on time worked in that calendar year. Partial months shall be
10 credited to the closest full month. Such compensation for a deceased employee will be
11 paid to the survivors or the estate of the deceased employee.

12 SECTION 3. Employees for the calendar year in which their employment commences
13 shall be compensated as set forth in Section 1 on a pro-rated basis computed on time
14 worked in that calendar year. Partial months shall be credited to the closest full month.

15 SECTION 4. Employees who are in the wage step progression or who have been
16 appointed to a Specialty Position or promoted during the course of the year will be
17 compensated as set forth in Section 1, on a pro-rated basis computed on time worked in
18 paid classification in that calendar year. Partial months shall be credited to the closest
19 full month.

20 SECTION 5.

21 A. Loss of holiday pay accrual shall begin after three (3) consecutive months on
22 sickness disability, at a loss rate of one-twelfth (1/12) of the employee's holiday

1 pay for the third month and one-twelfth (1/12) for each succeeding full month on
2 sickness disability.

3 B. If the employee goes on sickness disability leave on or before the fifteenth day of
4 a month, he/she shall be considered to be on sickness disability leave for the
5 complete month and if the employee goes on sickness disability leave after the
6 fifteenth day of a month, that month will not be considered for loss of holiday pay
7 accrual. Likewise, if the employee returns to duty prior to completing any full
8 month on sickness disability that month shall not be considered for loss of holiday
9 pay accrual.

10 C. Holiday pay is paid for the period of January 1 through December 31 of each year.
11 If an employee is on sickness disability leave on December 31, loss of holiday pay
12 accrual will nonetheless continue into the next year.

13 SECTION 6.

14 A. For the period of January 1 through December 31, 2019, the following days shall
15 be holidays for all employees assigned to specialty positions working a Monday
16 through Friday schedule of five (5) days on duty, two (2) days off duty:

- 17 1. New Year's Day
- 18 2. Memorial Day
- 19 3. Independence Day
- 20 4. Labor Day
- 21 5. Thanksgiving Day
- 22 6. Day after Thanksgiving
- 23 7. December 24

- 1 8. Christmas Day
- 2 9. Four (4) "random" days which shall be assigned in the same manner as a
- 3 vacation day at the request of the employee and with the approval of the
- 4 Police Chief. All random days may be taken in less than four (4) hour
- 5 increments and must be used by December 31 of each year.
- 6 B. Commencing January 1, 2020, the following days shall be holidays for all
- 7 employees assigned to specialty positions working a Monday through Friday
- 8 schedule of five (5) days on duty, two (2) days off duty:
- 9 1. New Year's Day
- 10 2. Martin Luther King Day
- 11 3. Memorial Day
- 12 4. Independence Day
- 13 5. Labor Day
- 14 6. Thanksgiving Day
- 15 7. Day after Thanksgiving
- 16 8. December 24
- 17 9. Christmas Day
- 18 10. Three (3) "random" days which shall be assigned in the same manner as a
- 19 vacation day at the request of the employee and with the approval of the
- 20 Police Chief. All random days may be taken in less than four (4) hour
- 21 increments and must be used by December 31 of each year.
- 22

1 ARTICLE 12

2 CLOTHING

3 SECTION 1. Effective January 1, 1997, all members of the bargaining unit shall be paid
4 an allowance of One Hundred Forty Dollars (\$140.00) in March and September, or a total
5 of Two Hundred Eighty Dollars (\$280.00) annually, to be used for the maintenance and
6 cleaning of all uniforms and/or work clothing.

7 SECTION 2. The City shall maintain a uniform replacement fund. Each year the City
8 shall pay into the fund One Hundred Fifty Dollars (\$150.00) per uniformed member
9 covered by this Agreement on January 1 of each year. In addition, any amount remaining
10 in the fund from the previous year, not to exceed Three Thousand Dollars (\$3,000.00),
11 shall be carried over into the fund for the subsequent year. The uniform replacement fund
12 shall be administered by the Police Department for the purpose of uniform and equipment
13 replacement. The Police Chief or the designated representative shall periodically inspect
14 the uniforms and equipment of the employees and may require any needed uniforms and
15 equipment to be purchased from such fund. A sum of Two Hundred Dollars (\$200.00)
16 per year shall be paid to each sworn non-uniformed member of the bargaining unit on or
17 about December 1 in lieu of participation in the uniform replacement fund; effective
18 May 7, 2004, Detectives shall receive an additional Two Hundred Dollars (\$200.00) per
19 year. The uniform replacement fund shall be City property.

20 SECTION 3. The Police Department shall provide all required uniforms and equipment
21 to each new appointee. Such uniforms and equipment so purchased shall be the property
22 of the Police Department.

1 SECTION 4. Upon approval by the Police Chief, the City will pay the reasonable cost of
2 repair or replacement of items of equipment and personal belongings, damaged, destroyed
3 or rendered unusable, in the line of duty. A request for repair or replacement shall be
4 transmitted to the Police Chief in an interoffice memorandum. Payment will not be made
5 for items damaged or destroyed through the negligence or misconduct on the part of the
6 employee. Employees are required to exercise prudence and sound judgment with regard
7 to the type, quality and value of items of equipment or personal belongings, carried by the
8 employee in the course of duty. Full payment shall not be made for items of
9 unnecessarily high value.

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ARTICLE 13

PENSIONS

SECTION 1. Employees shall be enrolled in the Wisconsin Retirement System (WRS) pursuant to Section 40.22, Wisconsin Statutes.

A. Effective the first full pay period after December 1, 2014, employees shall pay three percent (3%) of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

B. Effective the first full pay period after December 1, 2015, employees shall pay the full portion of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

C. NOTE: It is understood that any employee hired on or after July 1, 2011, is subject to paying the requisite portion of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

SECTION 2. Compulsory retirement shall be governed by the Rules and Regulations of a Board of Police and Fire Commissioners of the City of West Allis.

1 ARTICLE 14

2 HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE

3 SECTION 1. Premium Share

4 A. Employees who participate in health insurance provided to them by the City in
5 accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the
6 following monthly premium share contributions effective March 1, 2018:

7 1. Employees who, along with their spouse, participate in a City-sponsored
8 Health Risk Assessment (HRA)¹: Twelve percent (12%) per month for a
9 single, couple or family plan.

10 2. Employees who, along with their spouse, do not participate in a City-
11 sponsored Health Risk Assessment (HRA)¹: Twenty percent (20%) per
12 month for a single, couple or family plan.

13 B. Employees who participate in health insurance provided to them by the City in
14 accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the
15 following monthly premium share contributions effective March 1, 2020:

16 1. Employees who, along with their spouse, participate in a City-sponsored
17 Health Risk Assessment (HRA)¹: Fourteen percent (14%) per month for a
18 single, couple or family plan.

19

¹ If a Health Risk Assessment (HRA) is not offered in any given plan year, employees will be subject to the rate listed in A. 1., B. 1., or C.1, as applicable. Eligible child(ren) may participate in City-sponsored HRA's.

1 2. Employees who, along with their spouse, do not participate in a City-
2 sponsored Health Risk Assessment (HRA)¹: Twenty percent (20%) per
3 month for a single, couple or family plan.

4 C. Employees who participate in health insurance provided to them by the City in
5 accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the
6 following monthly premium share contributions effective December 1, 2021:

7 1. Employees who, along with their spouse, participate in a City-sponsored
8 Health Risk Assessment (HRA)¹: Fifteen (15%) per month for a single,
9 couple or family plan.

10 2. Employees who, along with their spouse, do not participate in a City-
11 sponsored Health Risk Assessment (HRA)¹: Twenty percent (20%) per
12 month for a single, couple or family plan.

13 SECTION 2. Life Insurance – Employees shall be covered for life insurance under the
14 State of Wisconsin Insurance Program in accordance with Section 40.70-40.74,
15 Wisconsin Statutes. The City shall pay one hundred percent (100%) of the employee life
16 insurance premium under the City's existing Wisconsin Group Life Insurance Program for
17 each employee enrolled.

18 SECTION 3. Retiree Health Insurance – An employee who retires shall be eligible to
19 participate in health insurance provided by the City for retirees as permitted by and in
20

¹ If a Health Risk Assessment (HRA) is not offered in any given plan year, employees will be subject to the rate listed in A. 1., B. 1., or C.1, as applicable. Eligible child(ren) may participate in City-sponsored HRA's.

1 accordance with Section 2.76 (12) of the Revised Municipal Code and, if applicable,
2 upon payment of the premium share in Section 1 above.

3 SECTION 4. Dental Insurance – Effective January 1, 1981, employees within the
4 bargaining unit shall be covered for dental insurance under the dental insurance program
5 established for employees within the managerial, supervisory, confidential and
6 professional service of the City of West Allis, pursuant to City Resolution No. 19987,
7 July 1, 1980. The City shall pay one hundred percent (100%) of the premium for the term
8 of this Agreement.

9

1 ARTICLE 15

2 GRIEVANCE RESOLUTION PROCEDURES

3 SECTION 1. All grievances of employees of the Police Department or the Association
4 representing members of the Police Department, except civilian employees, shall be
5 processed in accordance with the procedures outlined below. Whenever the word
6 "employee" appears in the grievance procedure, it shall be replaced by the term
7 "grievant". All grievances processed by the Association shall begin at Step 2 of the
8 grievance procedure. A grievance shall consist only of a dispute or disagreement
9 involving the interpretation or application of the terms or provisions of this Agreement,
10 including a complaint involving working conditions established by this Agreement and
11 the application of the Police Department rules and regulations. The grievance procedure
12 shall not apply to departmental operations and proceedings; nor to disciplinary actions,
13 promotional procedures, job classifications, or any other matter contained in
14 Section 62.13, Wisconsin Statutes. All matters subject to the provisions of Section 62.13,
15 Wisconsin Statutes, shall be processed in accordance with such statute.

16 Step 1. If an employee has a grievance he/she shall first present and discuss the
17 grievance orally with the command staff member involved, or in their absence, a
18 command staff member, either alone or accompanied by an Association
19 representative. In order to be timely, a grievance must be presented at the Step 1
20 level within fifteen (15) calendar days of knowledge of the circumstances causing
21 the grievance. The command staff member shall have four (4) calendar days to
22 reach a decision and communicate it orally to the employee.

1 Step 2. The grievance shall be considered settled at the Step 1 level, unless within
2 fifteen (15) calendar days after the communication of the command staff
3 member's decision, the employee and/or the Association representative shall
4 reduce the grievance to writing and present it to the Police Chief. Within fifteen
5 (15) calendar days, the Police Chief shall send to the employee and the
6 Association a written answer to the grievance. The written answer shall state the
7 nature of any suggested resolution of the grievance or the reason(s) for rejecting
8 the grievance.

9 Step 3. The grievance shall be considered settled in accordance with the written
10 answer of the Police Chief, unless a written notice is given by either the employee
11 or the Association of the desire to appeal the grievance for final and binding
12 determination to either the Police and Fire Commission or to a private arbitration.
13 In order to be timely, the written notice of appeal must be presented to the Police
14 Chief within fifteen (15) calendar days after the date of the Police Chief's written
15 answer.

16 Step 4. Police and Fire Commission Appeal. The Commission shall schedule the
17 grievance for a formal hearing within fifteen (15) calendar days after the date of
18 the written notice of appeal. The Commission shall render its decision within
19 fifteen (15) calendar days after the hearing. The decision of the Commission shall
20 be final and binding on the parties. In arriving at its decision, the Commission
21 shall neither modify, amend, add to, or subtract from the language of this
22 Agreement.

1 Step 5. Arbitration Appeal. The private arbitration of a grievance shall be
2 governed and controlled by the following procedures:

3 a. Within seven (7) calendar days after receipt of a written notice for
4 arbitration, the parties shall meet to select an arbitrator. If the parties fail
5 to select an arbitrator, the Wisconsin Employment Relations Commission
6 may be requested by either or both parties to provide a panel of five (5)
7 arbitrators. Both the City and the Association shall have the right to delete
8 two (2) names from the panel of arbitrators received from the Wisconsin
9 Employment Relations Commission, each in alternate strikes, with the
10 remaining person becoming the arbitrator.

11 b. The arbitrator so selected shall hold a hearing at a time and place
12 convenient to the parties, and shall take such evidence as is in the
13 arbitrator's judgment appropriate to the disposition of the dispute. The
14 arbitrator shall have initial authority to determine whether or not the
15 grievance is arbitrable, and once so determined, shall proceed to determine
16 the merits of the grievance submitted to arbitration.

17 c. The arbitrator shall be requested to issue a decision within thirty (30) days
18 after the conclusion of testimony and argument. The arbitrator, in arriving
19 at a determination of any issue, shall be limited to the terms of this
20 Agreement and shall neither modify, amend, add to, nor subtract from the
21 language of the Agreement. The arbitrator shall adjudicate and not
22 legislate or determine interests. The decision of the arbitrator shall be
23 final and binding on the parties.

1 d. Expenses for the arbitrator's services and the proceedings shall be borne
2 equally by the City and the Association; however, each party shall be
3 responsible for compensating its own representatives and witnesses. If
4 either party desires a verbatim record of the proceedings, it may cause such
5 a record to be made, providing such party pays for the record. If both
6 parties desire a verbatim record, such cost shall be borne equally.

7 SECTION 2. The failure of a party to comply with any time limit described in the
8 procedures stated in this Article shall have the effect of resolving the grievance in favor
9 of the position of the opposing party. The time limits specified in this Article may be
10 extended at any step by the written mutual consent of the parties.

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ARTICLE 16

RESIDENCY

SECTION 1.

Members shall reside in the City of West Allis except as stated in Section 2 below, and shall, at all times, maintain a telephone (cellular permitted) in their residence¹ and shall within twenty-four (24) hours notify the Administrative Support Specialist of any change of address or telephone number through which they may be reached in cases of emergency.

SECTION 2. Two-Tier Residency

- A. A two-tier wage scale shall be established for resident and non-resident perimeter employees.
- B. The resident scale, Wage Scale R, shall reflect the negotiated wages for each contract year.
- C. The non-resident perimeter scale, Wage Scale P, shall reflect the effect of the pay for non-resident perimeter employees as two percent (2%) less than that of resident employees (Wage Scale R).
- D. An employee’s wage scale (either Wage Scale R or Wage Scale P) shall be determined on an ongoing basis by the actual locational status of the employee from the exact date that residency to non-residency or non-residency to residency occurs; no post dating or pre-dating shall take place. Employees shall notify the City within twenty-four (24) hours of any change in residency.

¹ Entails maintaining the ability to accept/receive a voicemail message.

1 E. The perimeter for establishing non-residency shall be south of Highway 60, east of
2 Highway P, south of Highway MM, east of Highway 67, north of Highway LO,
3 east of Highway E, and north of Highway 20. To establish qualified residency,
4 the residence must have a postal address inside of the boundaries or on one (1) of
5 the highways named. All employees hired before January 1, 2008 shall be
6 “grandfathered” at their current residence; if said employee moves, must be within
7 boundaries.

8 F. Any non-resident employee hired after May 25, 1999 shall be paid at Wage
9 Scale P. Residency within the City limits or the designated perimeter must be
10 established within eighteen (18) months of appointment. The appropriate wage
11 scale shall apply.

12 G. Notwithstanding any of the above, residency within the City or the designated
13 perimeter remains a condition of employment.

14

1 ARTICLE 17

2 MISCELLANEOUS PROVISIONS

3 SECTION 1. All other benefits currently being enjoyed by the members shall continue to
4 be in effect provided such benefit does not duplicate a similar benefit herein provided.
5 No employee shall suffer a reduction in such benefits as a consequence of the execution
6 of this Agreement.

7 SECTION 2. Any motions or resolutions heretofore adopted by the City Council and
8 inconsistent with the foregoing provisions of this Agreement are hereby superseded by
9 this Agreement.

10 SECTION 3. This Agreement is subject to amendment, alteration, or addition only by
11 subsequent written agreement between and executed by the City and the Association
12 where mutually agreeable. The waiver of any breach, term or condition of this contract
13 by either party hereto shall not constitute a precedent in the future enforcement of all its
14 terms and conditions.

15 SECTION 4. If any Article of this Agreement, or any addenda thereto, should be held
16 invalid by operation of law or any tribunal of competent jurisdiction, or if compliance
17 with or enforcement of any Article should be restrained by such tribunal, the remainder of
18 this Agreement and addenda shall not be affected thereby, and the parties shall enter into
19 immediate collective bargaining negotiations for the purpose of arriving at a mutually
20 satisfactory replacement of such Article.

21 SECTION 5.

22 A. The City will reimburse up to Five Hundred Dollars (\$500.00) per year of tuition
23 costs incurred through enrollment in job-related courses designed to directly

1 improve the knowledge of the employee or a course prerequisite for a job-related
2 degree.

3 B. Reimbursable tuition costs shall include tuition, course materials, books, library
4 fees, student fees, supplies, registration, etc.

5 C. Reimbursable tuition costs shall not include mileage or other transportation costs,
6 meals or lodging.

7 D. Reimbursement shall be made upon the employee furnishing a receipt where
8 reimbursable costs are not paid by another source.

9 E. Course and subject approval shall be obtained in advance from the Police Chief in
10 order to qualify for later reimbursement.

11 F. In order to qualify for reimbursement, the employee must submit proof to the
12 Police Chief of satisfactory completion of each semester's work with at least a
13 grade point average of "C" or the equivalent.

14 G. Course work will be accomplished during non-working hours.

15 SECTION 6. Members of the bargaining unit will be compensated at the Internal
16 Revenue Service mileage reimbursement rate for personal use of an automobile to travel
17 to training schools.

18 SECTION 7. Miscellaneous Clarification – Employees are allowed to carryover sixty
19 (60) hours of compensatory time off, along with forty (40) hours of vacation. The one
20 hundred (100)-hour limit would not include any time accumulated at the start of the
21 calendar year (i.e., thirty-two (32) hours of time accumulated January 1, by personnel on
22 the 5-2 work schedule). Vacation carryover must be used by July 1 or it will be lost. It is

1 the employee's responsibility to use these green hours throughout the year; under no
2 circumstance will these green hours be paid out.

3 SECTION 8. Employees who suffer an illness/injury but who are able to perform
4 temporary light duties shall be required to do so rather than take sick/injury leave.

5 Whether or not an employee is able to perform temporary light duties shall be determined
6 by the employee's doctor, the City's doctor, or both, or in the case of disagreement, a
7 doctor mutually agreed upon by the City and the Association. Temporary light duty shall
8 consist of employees working up to eight (8) hours per day, but in a limited capacity.

9 Employees shall be given a minimum of ten (10)-calendar days notice if their normal
10 work shift or work hours are to be altered. Once that schedule is set, any changes can
11 only be made by mutual agreement between the City and the member as long as the
12 temporary light duty continues. If there is a conflict between the altered hours or work
13 week and a previously scheduled vacation, comp time or time trade day, the employee
14 will be allowed to take the time off. Temporary light duty shall require the employee to
15 perform those duties approved by his/her doctor, the City's doctor, both doctors, or in the
16 case of disagreement, a doctor mutually agreed upon by the City and the Association.

17 SECTION 9. This Agreement constitutes an entire agreement between the parties and no
18 verbal statement shall supersede any of its provisions.

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1 ARTICLE 18

2 STRIKE PROHIBITION

3 SECTION 1. The Association agrees, individually and collectively, not to strike, slow
4 down, engage in mass sick calls, or by any similar manner impede the operational
5 efficiency of the Police Department, including refusals to perform customarily assigned
6 police duties, which include the working of overtime.

7 SECTION 2. The Association shall neither cause nor counsel any or all of its members to
8 engage in the acts prohibited in Section 1.

9 SECTION 3. Participation by employees in the actions prohibited by Section 1 shall be
10 sufficient basis for disciplinary action, including discharge. The disciplinary action shall
11 not be subject to Article 15 of this Agreement if such employee participation continues
12 beyond the affirmative action required of the Association set forth in Section 4.

13 SECTION 4. When the Association is notified by the City of a violation of this Article,
14 the Association shall immediately take necessary affirmative action to terminate the
15 prohibited conduct. The Association shall be liable, financially or otherwise, to the City
16 for such prohibited conduct unless such necessary affirmative action is immediately
17 taken. Affirmative action shall include the following: (1) Officers of the Association
18 shall talk with those responsible for or participating in such prohibited conduct, stating to
19 them that (a) their action violates this Agreement which subjects them to discipline,
20 including discharge, (b) the prohibited conduct is not authorized by the Association and
21 the Association does not approve or condone it, and (c) the prohibited conduct should
22 immediately cease and the involved personnel should immediately return to their

- 1 respective and assigned duties; (2) The Association shall immediately post a notice
- 2 signed by its president stating the information listed in (1) above.
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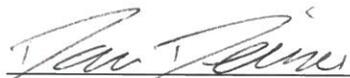
ARTICLE 19

DURATION

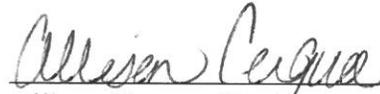
This Agreement shall become effective from the effective date of the ordinance adopting and approving the Agreement and shall remain in effect to and including December 31, 2021. Either party wishing to negotiate a successor agreement shall advise the other party at least ninety (90) days prior to the date of expiration by written notice. If an agreement is not reached prior to the expiration of the contract, all benefits and conditions of the contract which are mandatory subjects of bargaining under the provisions of the Wisconsin Municipal Employment Relations Act shall continue until a successor agreement has been reached.

FOR THE CITY OF WEST ALLIS:

FOR THE WEST ALLIS PROFESSIONAL POLICE ASSOCIATION:



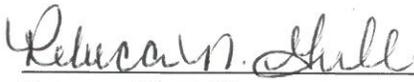
Dan Devine, Mayor



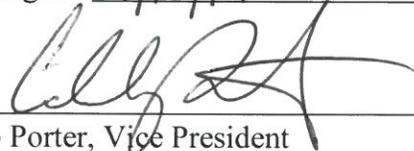
Allison Cerqua, President

Date Signed 4-15-19

Date Signed 4/12/19



Rebecca N. Grill,
City Administrator



Caleb Porter, Vice President

Date Signed 4-12-19

Date Signed 5/08/19

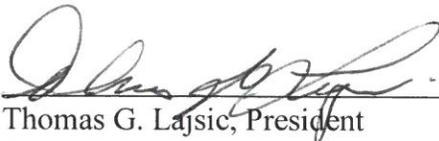


Patrick S. Mitchell,
Police Chief

Date Signed 4-15-19

1 
2 Kevin Haass, Chairperson
3 Administration & Finance Committee

4
5 Date Signed 4/19/19
6

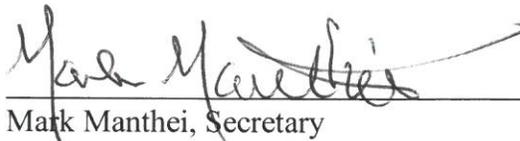
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8 Thomas G. Lajsic, President
9 Common Council
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13 Date Signed 4/12/19
14

The Police and Fire Commission approves those provisions of this Agreement that come within the purview of their authority under Section 62.13 (6), Wisconsin Statutes.


Amy Heron, President

Date Signed 4/19/2019


Mark Manthei, Secretary

Date Signed 4-14-19

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21 Countersigned this 29th day of April, 2019, and I hereby certify
22 that provision has been made to pay the liability that will accrue under this contract
23 between the City of West Allis and the West Allis Professional Police Association.

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25 
26 Peggy A. Steeno,
27 Finance Director/Comptroller/City
28 Treasurer
29

30 Approved as to form this 12th day of April, 2019.

31
32 
33 Sheryl L. Kuhary, Deputy City Attorney

APPENDIX A

PART 1

The following represent the negotiated rates effective on the first full pay period following January 1, 2019 for members of the West Allis Professional Police Association, as they appear in the enabling ordinance O-2019-0005 dated March 5, 2019.

POLICE DEPARTMENT RANGES AND INTERMEDIATE STEPS
FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2019
RESIDENT (R) PAY SCALE:

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
Patrol Officer	Hourly	24.393	28.237	30.719	33.194	35.070	36.662
	Bi-Weekly	1,951.440	2,258.960	2,457.520	2,655.520	2,805.600	2,932.960
	Annual	50,737.440	58,732.960	63,895.520	69,043.520	72,945.600	76,256.960
	Holiday	3,341.990	3,868.640	4,208.690	4,547.780	4,804.800	5,022.910
	Total Annual Pay	54,079.430	62,601.600	68,104.210	73,591.300	77,750.400	81,279.870
Corporal (Specialist I **)	Hourly	38.239					
	Bi-Weekly	3,059.120					
	Annual	79,537.120					
	Holiday	5,238.970					
	Total Annual Pay	84,776.090					
Detective (Specialist II ***)	Hourly	38.940	40.416				
	Bi-Weekly	3,115.200	3,233.280				
	Annual	80,995.200	84,065.280				
	Holiday	5,335.010	5,537.230				
	Total Annual Pay	86,330.210	89,602.510				
Sergeant of Police	Hourly	38.940	40.702				
	Bi-Weekly	3,115.200	3,256.160				
	Annual	80,995.200	84,660.160				
	Holiday	5,335.010	5,576.420				
	Total Annual Pay	86,330.210	90,236.580				
Detective Sergeant (Specialist III ****)	Hourly	41.092	41.693				
	Bi-Weekly	3,287.360	3,335.440				
	Annual	85,471.360	86,721.440				
	Holiday	5,629.850	5,712.190				
	Total Annual Pay	91,101.210	92,433.630				

APPENDIX A

PART 1

The following represent the negotiated rates effective on the first full pay period following January 1, 2019 for members of the West Allis Professional Police Association, as they appear in the enabling ordinance O-2019-0005 dated March 5, 2019.

POLICE DEPARTMENT RANGES AND INTERMEDIATE STEPS
FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2019
PERIMETER (P) PAY SCALE:

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
Patrol Officer	Hourly	23.942	27.708	30.139	32.568	34.411	35.969
	Bi-Weekly	1,915.360	2,216.640	2,411.120	2,605.440	2,752.880	2,877.520
	Annual	49,799.360	57,632.640	62,689.120	67,741.440	71,574.880	74,815.520
	Holiday	3,280.200	3,796.160	4,129.220	4,462.010	4,714.510	4,927.970
	Total Annual Pay	53,079.560	61,428.800	66,818.340	72,203.450	76,289.390	79,743.490
Corporal (Specialist I **)	Hourly	37.521					
	Bi-Weekly	3,001.680					
	Annual	78,043.680					
	Holiday	5,140.600					
	Total Annual Pay	83,184.280					
Detective (Specialist II ***)	Hourly	38.200	39.652				
	Bi-Weekly	3,056.000	3,172.160				
	Annual	79,456.000	82,476.160				
	Holiday	5,233.630	5,432.560				
	Total Annual Pay	84,689.630	87,908.720				
Sergeant of Police	Hourly	38.200	39.926				
	Bi-Weekly	3,056.000	3,194.080				
	Annual	79,456.000	83,046.080				
	Holiday	5,233.630	5,470.100				
	Total Annual Pay	84,689.630	88,516.180				
Detective Sergeant (Specialist III ****)	Hourly	40.317	40.902				
	Bi-Weekly	3,225.360	3,272.160				
	Annual	83,859.360	85,076.160				
	Holiday	5,523.670	5,603.820				
	Total Annual Pay	89,383.030	90,679.980				

APPENDIX A

PARTS 1 THROUGH 4

* Base Hourly Rate based on eighty (80) hours Bi-weekly Base Pay.

Annual Rate is twenty-six (26) times total Bi-weekly, not including Holiday Pay.

Monthly Rate is Annual Rate divided by twelve (12).

For computation of overtime and holiday pay, the hourly rate shall be calculated by dividing the annual wage base rate by 2004 hours.

For computation of vacation pay upon termination, the hourly rate shall be calculated by dividing the annual wage base rate by 2004 hours.

** The duty assignments of Specialist I positions of S.I.U. Corporal, Warrant Officer, Community Resource Officer, Canine Officer/Drug Detection Canine Officer, and Crisis Assessment Response Team Officer shall be compensated at the Corporal's rate of pay.

*** The duty assignments of Specialist II positions of Traffic Investigator, Court Liaison Sergeant, Desk Sergeant, High School Liaison Officer, Middle School Liaison Officer, and Accreditation Compliance Officer shall be compensated at the Detective's rate of pay.

**** The duty assignments of Specialist III positions of S.I.U. Sergeant, Forensic/Technology Bureau Specialist, and Training Bureau Sergeant shall be compensated at the Detective Sergeant Identification Bureau rate of pay.

APPENDIX A

PART 2

The following represent the negotiated rates effective on the first full pay period following January 1, 2020, for members of the West Allis Professional Police Association, as they appear in the enabling ordinance O-2019-0005 dated March 5, 2019.

POLICE DEPARTMENT RANGES AND INTERMEDIATE STEPS
FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2020
RESIDENT (R) PAY SCALE:

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
Patrol Officer	Hourly	25.125	29.084	31.641	34.190	36.122	37.762
	Bi-Weekly	2,010.000	2,326.720	2,531.280	2,735.200	2,889.760	3,020.960
	Annual	52,260.000	60,494.720	65,813.280	71,115.200	75,133.760	78,544.960
	Holiday	3,442.280	3,984.680	4,335.010	4,684.230	4,948.930	5,173.620
	Total Annual Pay	55,702.280	64,479.400	70,148.290	75,799.430	80,082.690	83,718.580
Corporal (Specialist I **)	Hourly	39.386					
	Bi-Weekly	3,150.880					
	Annual	81,922.880					
	Holiday	5,396.120					
	Total Annual Pay	87,319.000					
Detective (Specialist II ***)	Hourly	40.108	41.628				
	Bi-Weekly	3,208.640	3,330.240				
	Annual	83,424.640	86,586.240				
	Holiday	5,495.040	5,703.290				
	Total Annual Pay	88,919.680	92,289.530				
Sergeant of Police	Hourly	40.108	41.923				
	Bi-Weekly	3,208.640	3,353.840				
	Annual	83,424.640	87,199.840				
	Holiday	5,495.040	5,743.700				
	Total Annual Pay	88,919.680	92,943.540				
Detective Sergeant (Specialist III ****)	Hourly	42.325	42.944				
	Bi-Weekly	3,386.000	3,435.520				
	Annual	88,036.000	89,323.520				
	Holiday	5,798.780	5,883.590				
	Total Annual Pay	93,834.780	95,207.110				

APPENDIX A

PART 2

The following represent the negotiated rates effective on the first full pay period following January 1, 2020, for members of the West Allis Professional Police Association, as they appear in the enabling ordinance O-2019-0005 dated March 5, 2019.

POLICE DEPARTMENT RANGES AND INTERMEDIATE STEPS
FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2020
PERIMETER (P) PAY SCALE:

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
Patrol Officer	Hourly	24.660	28.539	31.043	33.545	35.443	37.048
	Bi-Weekly	1,972.800	2,283.120	2,483.440	2,683.600	2,835.440	2,963.840
	Annual	51,292.800	59,361.120	64,569.440	69,773.600	73,721.440	77,059.840
	Holiday	3,378.570	3,910.010	4,253.080	4,595.870	4,855.900	5,075.800
	Total Annual Pay	54,671.370	63,271.130	68,822.520	74,369.470	78,577.340	82,135.640
Corporal (Specialist I **)	Hourly	38.647					
	Bi-Weekly	3,091.760					
	Annual	80,385.760					
	Holiday	5,294.870					
	Total Annual Pay	85,680.630					
Detective (Specialist II ***)	Hourly	39.346	40.842				
	Bi-Weekly	3,147.680	3,267.360				
	Annual	81,839.680	84,951.360				
	Holiday	5,390.640	5,595.600				
	Total Annual Pay	87,230.320	90,546.960				
Sergeant of Police	Hourly	39.346	41.124				
	Bi-Weekly	3,147.680	3,289.920				
	Annual	81,839.680	85,537.920				
	Holiday	5,390.640	5,634.230				
	Total Annual Pay	87,230.320	91,172.150				
Detective Sergeant (Specialist III ****)	Hourly	41.527	42.129				
	Bi-Weekly	3,322.160	3,370.320				
	Annual	86,376.160	87,628.320				
	Holiday	5,689.450	5,771.930				
	Total Annual Pay	92,065.610	93,400.250				

APPENDIX A
PART 3

The following represent the negotiated rates effective on the first full pay period following March 1, 2021 for members of the West Allis Professional Police Association, as they appear in the enabling ordinance O-2019-0005 dated March 5, 2019.

POLICE DEPARTMENT RANGES AND INTERMEDIATE STEPS
FIRST FULL PAY PERIOD FOLLOWING MARCH 1, 2021
RESIDENT (R) PAY SCALE:

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
Patrol Officer	Hourly	25.942	30.029	32.669	35.301	37.296	38.989
	Bi-Weekly	2,075.360	2,402.320	2,613.520	2,824.080	2,983.680	3,119.120
	Annual	53,959.360	62,460.320	67,951.520	73,426.080	77,575.680	81,097.120
	Holiday	3,554.210	4,114.150	4,475.850	4,836.450	5,109.780	5,341.730
	Total Annual Pay	57,513.570	66,574.470	72,427.370	78,262.530	82,685.460	86,438.850
Corporal (Specialist I **)	Hourly	40.666					
	Bi-Weekly	3,253.280					
	Annual	84,585.280					
	Holiday	5,571.490					
	Total Annual Pay	90,156.770					
Detective (Specialist II ***)	Hourly	41.412	42.981				
	Bi-Weekly	3,312.960	3,438.480				
	Annual	86,136.960	89,400.480				
	Holiday	5,673.690	5,888.650				
	Total Annual Pay	91,810.650	95,289.130				
Sergeant of Police	Hourly	41.412	43.285				
	Bi-Weekly	3,312.960	3,462.800				
	Annual	86,136.960	90,032.800				
	Holiday	5,673.690	5,930.300				
	Total Annual Pay	91,810.650	95,963.100				
Detective Sergeant (Specialist III ****)	Hourly	43.701	44.340				
	Bi-Weekly	3,496.080	3,547.200				
	Annual	90,898.080	92,227.200				
	Holiday	5,987.300	6,074.850				
	Total Annual Pay	96,885.380	98,302.050				

APPENDIX A
PART 3

The following represent the negotiated rates effective on the first full pay period following March 1, 2021 for members of the West Allis Professional Police Association, as they appear in the enabling ordinance O-2019-0005 dated March 5, 2019.

POLICE DEPARTMENT RANGES AND INTERMEDIATE STEPS
FIRST FULL PAY PERIOD FOLLOWING MARCH 1, 2021
PERIMETER (P) PAY SCALE:

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
Patrol Officer	Hourly	25.461	29.467	32.052	34.635	36.595	38.252
	Bi-Weekly	2,036.880	2,357.360	2,564.160	2,770.800	2,927.600	3,060.160
	Annual	52,958.880	61,291.360	66,668.160	72,040.800	76,117.600	79,564.160
	Holiday	3,488.310	4,037.160	4,391.320	4,745.200	5,013.730	5,240.750
	Total Annual Pay	56,447.190	65,328.520	71,059.480	76,786.000	81,131.330	84,804.910
Corporal (Specialist I **)	Hourly	39.903					
	Bi-Weekly	3,192.240					
	Annual	82,998.240					
	Holiday	5,466.950					
	Total Annual Pay	88,465.190					
Detective (Specialist II ***)	Hourly	40.625	42.169				
	Bi-Weekly	3,250.000	3,373.520				
	Annual	84,500.000	87,711.520				
	Holiday	5,565.870	5,777.410				
	Total Annual Pay	90,065.870	93,488.930				
Sergeant of Police	Hourly	40.625	42.461				
	Bi-Weekly	3,250.000	3,396.880				
	Annual	84,500.000	88,318.880				
	Holiday	5,565.870	5,817.410				
	Total Annual Pay	90,065.870	94,136.290				
Detective Sergeant (Specialist III ****)	Hourly	42.877	43.498				
	Bi-Weekly	3,430.160	3,479.840				
	Annual	89,184.160	90,475.840				
	Holiday	5,874.410	5,959.490				
	Total Annual Pay	95,058.570	96,435.330				