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Collective Bargaining Agreement between the
CITY OF STEVENS POINT
and
STEVENS POINT POLICE OFFICERS ORGANIZATION
Effective January 1, 2015 through December 31, 2016

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**CITY OF STEVENS POINT
AND
STEVENS POINT POLICE OFFICERS ORGANIZATION
COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement, hereinafter referred to as "Agreement," is made and entered into by and between the City of Stevens Point, a municipal body corporate, as municipal employer, hereinafter referred to as "City," the Stevens Point, Wisconsin Police & Fire Commission, hereinafter referred to as "Commission," and Stevens Point Police Officers Organization hereinafter referred to as "Union."

WITNESSETH

WHEREAS, it is the intent and purpose of the City and Union that this Agreement shall promote and improve working conditions and set forth the rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto; and

WHEREAS, the City agrees that there shall be no discrimination by the City against any employee covered by this Agreement because of his membership or activities in the Union, nor will the City interfere with the right of such employees to become members of the Union.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable considerations,

IT IS AGREED AS FOLLOWS:

ARTICLE 1 – RECOGNITION

The City recognizes Stevens Point Police Officers Organization as the sole and exclusive bargaining agent for all sworn police officers employed by the City on a regular, full-time basis for the purpose of engaging in conferences and negotiations establishing wages, hours and conditions of employment for the appropriate bargaining unit of the City of Stevens Point Police Department, (hereinafter referred to as "Department.") Expressly excluded from the bargaining unit are the Chief of Police and Assistant Chiefs.

ARTICLE 2 – MANAGEMENT RIGHTS

The City possesses the sole right to operate city government and all management rights repose in it. These rights shall be reasonably exercised consistent with the terms of this Agreement and applicable laws. These rights include:

- A. To direct all operations of the City;
- B. To establish reasonable work rules, department policies and schedules of work and duty assignments as determined by the Chief of Police or designee;

1 C. To hire, promote, transfer, schedule and assign employees to positions within the
2 Department subject to the rules and regulations of the Fire Commission and the provisions of this
3 Agreement;

4
5 D. To suspend, demote, discharge and take other disciplinary action against
6 employees, subject to the rules and regulations of the Commission and the provisions of this
7 Agreement;

8
9 E. To lay off employees from their duties because of lack of work, but no employee
10 shall be laid off during a period of time that the City has contracted out for police services;

11
12 F. To maintain efficiency of City government operations;

13
14 G. To take whatever action is necessary to comply with state or federal law;

15
16 H. To introduce new or improved methods or facilities;

17
18 I. To change existing methods or facilities;

19
20 J. To determine the kinds and amounts of services to be performed as pertains to
21 City government operation; and the number and kinds of classifications to perform such services;

22
23 K. To contract out for goods or services, provided police services shall not be
24 contracted out while any member of the bargaining unit is laid off;

25
26 L. To determine the methods, means and personnel by which the Department is to be
27 conducted;

28
29 M. To take whatever action is necessary to carry out the functions of the City in
30 situations of emergency.

31
32 The City agrees that it will not use the management rights to interfere with rights
33 established under this Agreement. Furthermore, these management rights will not be used to
34 discriminate against any rights of the Union in this Agreement and under applicable law.
35 Provided, however, nothing in this Agreement will be construed as imposing an obligation upon
36 the City to negotiate concerning the above areas of discretion and policy which are not
37 mandatory subjects of collective bargaining.

38
39 ARTICLE 3 – HOURS

40
41 A. Patrol Shift. Police officers assigned to patrol duty shall work a cycle of four (4)
42 days on duty, four (4) days off duty. A normal duty day for patrol officers shall consist of twelve
43 (12) hours. Patrol shifts will rotate every thirty-two (32) days.

44
45 B. Kelly Time. Kelly time is a term used to describe the hours which represent the
46 difference between the normal 2080 hour work year (typical eight (8) hour work day, Monday
47 through Friday, 52 weeks a year) and the Patrol Officers' 2190 hour work year (twelve- (12)
48 hour work day, four (4) days on, four (4) days off work schedule.) The difference between the

1 2080 hour work year and the twelve (12) hour shift, four (4) days on followed by four (4) days
2 off work schedule is 110 hours. These 110 hours are hereby referred to as "K-time."
3
4

- 5 1. A full year's K-time (110 hours) shall be credited to the patrol officer's K-
6 time hours account on January 1st of each year and need not be earned to
7 be taken in time off. K-time hours can not be taken in pay. However, if
8 the employee terminates employment from the Department during the
9 year, any unearned K-time hours taken previously shall be deducted from
10 the employee's final pay.
11
- 12 2. Officers will be allowed to carry over up to forty-eight (48) hours of K-
13 time hours from one calendar year to the next. If an officer fails to utilize
14 K-time in excess of forty-eight (48) hours by December 31st, the Chief of
15 Police, or designee, will assign the balance of any excess hours remaining
16 during the next four (4) months at the Department's discretion without
17 recourse. Exceptions may be granted only by the Chief of Police under
18 exigent circumstances. In such event the Chief of Police may have any
19 affected K-time hours carried over into the following year for use as time
20 off only.
21
- 22 3. K-time does not have preference over compensatory, holiday, floating
23 vacation or any other earned or credited time.
24

25 C. FLSA Work Period. For measuring FLSA compliance, the Department work
26 period is the sixteen (16) consecutive calendar day cycle that begins on the first day worked or
27 day off of a regular four (4) day on four (4) day off pattern of twelve- (12) hour work days. It
28 continues uninterrupted for the next consecutive fifteen (15) calendar days. Another description
29 is two (2) consecutive eight (8) day periods of four (4) days worked immediately followed by
30 four (4) days off or four (4) days off followed by four (4) days worked. The FLSA work period
31 is not directly tied to the City payroll process. The patrol work groups will rotate starting hours
32 after completing two (2) consecutive sixteen (16) day FLSA work periods. The ongoing thirty-
33 two (32) day rotation process serves as a benchmark to help memorialize the FLSA work periods
34 but is not the actual FLSA work period.
35

36 D. Switching Patrol Shifts. Manpower adjustments that require moving persons
37 already assigned to a twelve- (12) hour shift from one work unit to another will be accomplished
38 only by choosing one of the three options described below to effect the movement. Each option
39 also includes the description of the agreed upon method (if any is provided) to make the
40 employee or the Department whole for calculating actual contractual and/or FLSA hours worked
41 purposes. The methods for moving officers assigned to twelve- (12) hour shifts will be limited
42 to one of three options listed below. Exercise of which option selected is solely done at the
43 Department's discretion and is not subject to the contractual grievance process.
44

45 E. Movement Options:

- 46 1. The officer will be transferred to another work group with the same days
47 on and days off rotation.
48

- 1
2 2. The officer will be transferred to the opposite day on day off rotation
3 beginning with the new groups four (4) days off following completion of
4 their prior group's four (4) days off. No additional compensation will be
5 made.
6
7 3. The officer will be transferred to the opposite day off rotation group
8 following completion of their previous group's four (4) work days by
9 having the next two (2) consecutive calendar days off, then working the
10 next two (2) consecutive calendar days, followed by the regular four (4)
11 consecutive calendar days off of their new work group. The compensation
12 for this schedule alteration will be six (6) additional hours of K-time
13 credited to the affected officer's K-time bank for each day worked.
14

15 F. Adjustment Categories. Manpower adjustments fall into one of two categories:
16 Major movement or limited personnel movement. Major movements involve the potential for
17 the re-distribution of multiple personnel, more than two (2) officers per shift, from a specific
18 twelve- (12) hour work group to a new twelve- (12) hour work group. Limited personnel
19 movements, two (2) or fewer officers, between work groups are completed for a variety of
20 reasons; some personal and some for the benefit of the Department. Limited personnel
21 movements are random in nature and generally involve a lead time of thirty days or less. The
22 Department is not obligated to comply with personal requests for an individual work group re-
23 assignment. Only Options 1 or 2 will be used when completing limited personnel movements for
24 regular officers.
25

26 Exception. A contractually allowed exception to this statement is the limited personnel
27 movement of probationary officers during steps one through four (1-4) of their field training
28 process. Option 3 may also be utilized to move officers in field training without awarding the six
29 (6) K-time hours included as a part of all other Option 3 movements. Only Options 1 or 2 will
30 be used when a probationary officer successfully completes field training and is moved to a
31 regular work group assignment. Any other non-field training related major or limited personnel
32 movement that occur in an officer's probationary period will be completed by using one of the
33 prescribed options described above in this document.
34

35 G. Frequency of Movements. The frequency of major movements are limited to
36 occurring at most once every three (3) years; however that period may be extended (but not
37 shortened) at the discretion of the Department. Planning for a major movement of the Patrol
38 shifts will be completed and all personnel notified of their next assignment no later than
39 November 1st of the calendar year preceding the movement. Major movements will commence
40 on the first day of Unit One in January of a new calendar year and be scheduled for completion
41 by the end of the first eight (8) day on/off cycle in Unit One.
42

43 H. Days Worked Limit. The Department will not (under normal circumstances
44 complete any movement, major or limited personnel) by requiring an officer to work more than
45 four (4) days in a row. However an officer will be paid time and one/half for all hours worked in
46 excess of the contractually specified 48 hours included in the normal four (4) day work rotation
47 for a twelve- (12) hour officer if exigent circumstances mandate and make the use of Options 1 –
48 3 impossible.

1
2 I. Administrative Duty. Police officers assigned to administrative functions shall
3 work a cycle of five (5) days on duty (Monday through Friday) followed by two (2) days off
4 duty. A normal duty-day for officers assigned to administrative duty shall consist of eight (8)
5 hours.

6
7 J. Police School Liaisons. Hours of police officers assigned as Police School
8 Liaisons (hereinafter referred to as PSLs) are outlined in Section VI (Scheduling Exceptions) of
9 the Stevens Point Police Department Directive #103, Subject: Police School Liaison Program.
10 When temporarily assigned to non-PSL duties, the PSLs shall work a cycle of five (5) eight- (8)
11 hour work days on duty, followed by two (2) days off duty, Monday through Friday between the
12 hours of 6:00 a.m. and 2:00 a.m. The monthly schedule shall be completed in advance. During
13 the summer hours the PSL officers are assigned to either Patrol or IB as support personnel. PSL
14 officers are not assigned to the twelve- (12) hour schedule that the regular shift officers work and
15 do not receive K-time credit. Neither the on-duty presence of a PSL officer, or if scheduled to
16 work, their use of vacation and/or compensatory time impacts the staffing level or granting of
17 time off to officers regularly assigned to either Patrol or IB. An officer working on a trade day
18 for a PSL officer will not be counted as part of the shift staffing level.

19
20 K. Investigators. Officers assigned to the Investigation Bureau shall work a cycle of
21 five (5) eight (8) hour work days on duty (Monday through Friday) followed by two (2) days off
22 duty. The normal operational hours of the Investigative Bureau shall include the hours 6:00 a.m.
23 through 10:00 p.m., Monday through Friday. The monthly schedule shall be completed in
24 advance. The Department is not obligated to staff the Investigative Bureau all hours listed, but
25 has the authority to staff the Bureau any time during those hours without officers being subject to
26 overtime or call time, as long as those hours are normal duty hours assigned as scheduled in
27 advance.

28
29 L. Days Off. Officers will be allowed to change and/or switch days off with one
30 another subject to the approval of the Shift Supervisor involved. The officer involved in the
31 change and/or switch is responsible for being present at the officer's new work hours for duty
32 and is subject to disciplinary action by the Chief of Police if the officer fails to do so without
33 sufficient reason.

34
35 ARTICLE 4 – OVERTIME

36
37 A. Overtime:

- 38
39 1. All patrol officers will be compensated at the rate of time and one-half
40 based on their normal hourly rate of pay for all hours worked in excess of
41 twelve (12) hours per day and for all hours worked in excess of their
42 normal duty schedule (days off).
43
44 2. Officers assigned to administrative and Investigation Bureau duties will be
45 compensated at the rate of time and one-half based on their normal hourly
46 rate of pay for all hours worked in excess of eight (8) hours per day and
47 for all hours worked in excess of their normal duty schedule (days off).
48

1 3. All overtime will be paid or given as compensatory time off at the option
2 of the officer, as specified by the Federal Fair Labor Standards Act. The
3 maximum accumulation of compensatory time allowed will be 480 hours
4 after which employees will be required to take payment for overtime
5 hours. All compensatory time earned prior to 01-01-99 will be
6 grandfathered, but employees will not be able to add to said amount until
7 the accumulation falls below the 480 hour maximum cap.
8

9 B. Emergencies, defined: Overtime shall include any time spent due to an
10 emergency except when the officer works an emergency during his regular time of duty. An
11 emergency is defined as a man-made or natural disaster, or a crowd-control situation.
12

13 C. Court Appearances:
14

- 15 1. When an officer is required to appear in court on his regular off duty time,
16 the officer shall be compensated at the overtime rate of pay for all court
17 time and shall be compensated with a minimum of three (3) hours at the
18 officer's overtime rate of pay. If the court time occurs either before or
19 after the end of the officer's duty time, up to a maximum of thirty (30)
20 minutes, court time pay does not apply and the officer will receive the
21 overtime rate of pay for such court time.
22
- 23 2. Court time shall be defined as follows: Any pretrial, trial, preliminary
24 trial, mental hearing, juvenile hearing, pretrial conference with the City
25 Attorney, District Attorney, including showing of video tapes and signing
26 of complaints or any other judicial function.
27
- 28 3. The normal witness fee for court appearances shall be turned over to the
29 City Treasurer.
30
- 31 4. If a trial is cancelled any time during the day of the scheduled trial, the
32 officer shall be entitled to court time.
33

34 D. Call Time:
35

- 36 1. The Call Time Premium shall be three (3) hours at the officer's regular
37 rate. This is in addition to time and one half overtime under section A of
38 this article, for actual hours worked. The minimum (section A and D) is
39 the equivalent of three (3) hours of straight time.
40
- 41 2. An officer shall receive a Call Time Premium whenever requested to
42 return to duty at some time other than the officer's regularly scheduled
43 starting time, subject to the following:
44
- 45 a. Call Time does not apply to patrol officers for patrol duties except
46 when called to duty on contractual holidays.
47

1 shall not be cumulative and, after the qualifications have been met for additional vacation, it
2 must be taken between January 1 and December 31.

3
4 C. New Employees: New employees will not be eligible for vacation benefits until
5 they have completed one (1) full year of employment as a police officer, serving one (1) full year
6 on the Department.

7
8 D. Termination Benefits: In case of termination, an employee shall be paid his
9 accrued and unused vacation, calculated from the employee's anniversary date to the employee's
10 termination date. Upon termination from employment, vacation time earned will be prorated for
11 a partial month's service.

12
13 E. Vacation Dates: The Chief of Police shall have a vacation schedule available for
14 members on or before January 1st of the year vacations are to run so that selecting vacations can
15 be completed as soon as possible.

16
17 F. Vacation Selection: The order of selecting vacations, subject to the Chief of
18 Police's limitations on the number of employees who may be off at any one time, shall be by
19 seniority within the shift or the bureau that the officer is assigned. Officers that are involuntarily
20 transferred to a different shift or bureau shall retain their vacation picks. The Chief of Police
21 shall retain the right to adjust vacation schedules at his discretion, subject to the needs of the
22 Department.

23 24 ARTICLE 8 – LONGEVITY

25
26 The City agrees that it shall continue to pay longevity pay for officers who have
27 completed continuous, uninterrupted service as a police officer serving on the Department.
28 Leaves of absence shall not be considered as an interruption in service. The additional
29 compensation is as follows:

30		
31	After five (5) years	Fifteen dollars (\$15.00) per month
32	After ten (10) years	Twenty-five dollars (\$25.00) per month
33	After fifteen (15) years	Thirty-five dollars (\$35.00) per month
34	After twenty (20) years	Forty-five dollars (\$45.00) per month
35	After twenty-five (25) years	Fifty-five dollars \$55.00) per month
36		

37 Employees serving on the Department prior to January 1, 1981 will receive longevity
38 benefits as previously credited by the Department.

39 40 ARTICLE 9 – HOLIDAY PAY

41
42
43 A. The City agrees to compensate every officer with eighty-two and one-half (82.5)
44 hours of paid holiday time per year based on the officer's hourly rate of pay. This compensation
45 will be in pay at the normal hourly rate or time off, the choice to be made by the officer.

46
47 B. If an officer is required to work on any holiday listed herein, or called in to duty,
48 the officer shall be compensated at the rate of time and one-half regular pay for hours worked.

- | | | | |
|----|----------------------|-----|-------------------------|
| 1. | New Year's Day | 6. | Columbus Day |
| 2. | Easter | 7. | Veteran's Day |
| 3. | Memorial Day | 8. | Thanksgiving Day |
| 4. | July 4 th | 9. | Christmas Day |
| 5. | Labor Day | 10. | Christmas Eve (1/2 day) |
| | | 11. | Good Friday (1/2 day) |

C. Holiday Premium Pay.

1. A full year's holiday time shall be credited to the employee's time sheet on January 1 of each year and need not be earned to be taken in time off, provided that, if the employee leaves the Department during the year, any unearned time taken shall be deducted from the employee's final pay. Holiday time may be taken in pay any time after it is earned. The maximum accumulation of holiday time allowed to be carried on the employee's time sheet as of December 31st of each year will be 240 hours and any time in excess of the 240 hour maximum cap shall be paid to the officer on the first pay date in January. Said payment will be made from the accumulated time of the officer's choice and shall be paid out at the rate it was earned. All holiday time earned prior to January 1, 1999, will be grandfathered, but employees will not be able to add to said amount until the accumulation falls below the 240 hour maximum cap.
2. Holiday premium pay shall be paid for hours worked from 6:00 A.M. to 6:00 A.M. the date the holiday is scheduled.
3. In order to be eligible for premium pay, December 24th, Christmas Eve, an Administrative or Investigative Bureau officer must work at least four (4) hours between 6:00 A.M. on December 24th to 6:00 A.M. on December 25th. Maximum holiday pay for this period of time will not exceed two (2) hours of the officer's regular rate of pay. Good Friday shall be administered in a like fashion.
4. In order to be eligible for premium pay December 24th, Christmas Eve a Patrol Officer must work at least six (6) hours between 6:00 A.M. on December 24th to 6:00 A.M. on December 25th.
5. Maximum holiday pay for this period of time will not exceed three (3) hours of the officer's regular rate of pay. Good Friday shall be administered in like fashion.

ARTICLE 10 – SICK LEAVE

A. Annual: Each officer shall be granted ninety-nine (99) hours of sick leave per year. Such sick leave shall be added to any sick leave accumulated in prior years and can be used only at such times as the employee is sick, injured, attending to medical visits or tests or subject to the Family Leave Law.

1
2 1. In no case will payment be made for accumulated sick leave as a vested
3 right except as herein after set forth in paragraphs F and G.
4

5 B. Bonus Days: An officer serving six (6) consecutive months without utilizing sick
6 leave, shall be granted the officer's choice of either one (1) bonus personal day or one (1)
7 accumulated sick day calculated according to the officer's regular duty status at the time the
8 bonus day is earned. Officers serving an additional six (6) consecutive month period without
9 using sick leave will be granted two (2) bonus personal days or accumulated sick days per the
10 guideline outlined above for each consecutive six (6) month period for as long as they do not
11 utilize sick leave.
12

13 1. The selection of the time allocation will be made by the officer
14 immediately upon earning a bonus day. The earned bonus day will be
15 credited to either the officer's accumulated sick leave account or recorded
16 as an earned bonus personal day. Once the choice has been designated, it
17 cannot be changed. The earned bonus personal day must be used within
18 twelve (12) months from the date earned or the credit is lost.
19

20 2. Bonus personal days are awarded as time off duty only, and cannot be
21 requested as, or converted to pay. Bonus personal days have no
22 preference over other forms of time off. Requests for time off must be
23 scheduled and approved in advance by the supervisor.
24

25 C. Accumulation: All unused sick leave shall be accumulated to the credit of the
26 employee. There shall be no limit on the amount of sick time an employee may accumulate.
27

28 D. Justification: All sick leave shall be subject to the justification and administration
29 of the Chief of Police and abuse of sick leave shall subject the employee to discipline. The City
30 reserves the right to have an employee on sick leave be examined by a health care provider of its
31 own choosing, at no cost to the employee.
32

33 E. Maternity Leave/Modified Duty: Maternity leave/modified duty is available to
34 pregnant female officers once their primary care provider determines they can no longer perform
35 all of the duties associated with the current job description of a Stevens Point Police Officer.
36

37 F. Terminations: If any employee terminates employment before the end of the
38 calendar year and it is learned that he has been paid for sick leave during that calendar year for
39 more hours than the total sick leave he has accrued but not used prior to that year plus 8.25 hours
40 for each month of that year he worked, then any amounts due him for his final pay period,
41 vacation pay, overtime, longevity, etc, shall be reduced at the rate of 8.25 hours for each full
42 calendar month of the calendar year he did not work, but not to exceed the amounts which were
43 due him.
44

45 G. Accrued Sick: All employees covered by this Agreement who actually retire or
46 resign from City service at the age of 50 or over or retire due to disability shall be entitled to the
47 following
48

1
2 3. ~~\$50 copay for emergency room visits, waived if patient is admitted.~~

3
4 4. ~~\$15 copay for doctor office visits.~~

5
6 5. ~~Wellness benefit of \$1000 with no deductible for accepted claims.~~

7
8 6. ~~Reimbursement for Out of Network Services:~~

9
10 a. ~~The claim(s) must be submitted to the current Third Party~~
11 ~~Administrator by the health care provider.~~

12
13 b. ~~The officer will submit an itemized bill and the Explanation of~~
14 ~~Benefits to Personnel.~~

15
16 c. ~~Personnel will submit a request for reimbursement through the~~
17 ~~City's purchase order process and a check will be sent directly to~~
18 ~~the officer.~~

19
20 D. ~~The City further agrees to make reasonable efforts in assisting any member of the~~
21 ~~Union in correcting any clerical problems which may arise.~~

22
23 E. ~~The City will also pay for the extraction and initial replacement of natural teeth~~
24 ~~(does not include implants) not covered by the plan.~~

25
26 F. ~~The City shall provide the City's Section 125 Program to the employees in which~~
27 ~~employees may participate for health insurance premiums, dependent care and un-reimbursed~~
28 ~~medical expenses.~~

29
30 ARTICLE 14A – HEALTH INSURANCE LANGUAGE: EXPLANATION

31
32 The City has identified certain language contained in Article 14 as an illegal subject to
33 bargaining. The parties agree that the language will be stricken from the Agreement but shown
34 as stricken. However, if the subject matter of this stricken language is later determined to be
35 subject to negotiations, either through legislation or a decision of the Wisconsin Supreme Court,
36 then the stricken language will be reinstated consistent with such legislation and/or determination
37 of the Court.

38
39 ARTICLE 15 – RETIREMENT CONTRIBUTION

40
41 Officers shall contribute the full amount of the employee-required amount of
42 contributions to WRS, to be effected through pre-tax payroll deductions. The City shall continue
43 to pay the full share of the employer-required contributions to WRS for each officer.
44
45
46
47
48

1
2 2. Officers will receive straight time during the normal duty day and normal
3 duty schedule and time and one-half thereafter, or the officer may be
4 allowed to take time off at the discretion of such officer, provided,
5 however, in the case of budget necessity, the Chief of Police shall have
6 discretion.
7

8 E. Any travel time incurred as part of police training authorized by the Department,
9 to include travel time to and from training in or out of jurisdiction, which is more than the
10 officer's regular duty hour schedule, shall be accrued or paid at straight time only.
11

12 F. Officers who are called to duty to serve as a police instructor are eligible to
13 receive call-time for instructing providing the instructor is on duty at a time other than regularly
14 scheduled duty, but he/she is not subject to call-time when serving as an instructor for training
15 and it is a continuation from regularly scheduled duty. The instructors may be allowed to take
16 time off, instead of compensation, at the discretion of the officer, provided, however in the case
17 of budget necessity, the Chief of Police shall have the discretion.
18

19 G. Firearms Training: Officers who attend firearms' training that is scheduled as
20 part of a normal eight hour training day and for which there was provided at least two weeks
21 prior notice are not entitled to time and one-half for that portion of the training involving
22 firearms use. All officers who attend required firearms training on off-duty time shall receive a
23 minimum of hour pay at time and one-half (1-1/2) the normal hourly rate or compensatory time
24 off at the discretion of the employee. However, provided in the case of budget necessity, the
25 Chief of Police shall have discretion.
26

27 H. Shooting Instructions: All officers who are required to attend special instruction
28 in the shooting program to reach an acceptable proficiency level will be compensated by pay or
29 compensatory time off at the straight time rate at the discretion of the employee. Provided,
30 however, in the case of budget necessity, the Chief of Police will have the discretion.
31

32 I. Training: Each officer assumes full responsibility, to the best of his ability, for
33 learning and knowing the material presented in training sessions and further agrees to maintain a
34 level of professional competence and physical and mental fitness necessary to perform the work
35 assigned to the best of his ability.
36

37 J. Expenses: The City agrees to provide the officer with the necessary
38 transportation and reimbursement for meals, lodging, tuition and related expenses, provided the
39 training or program takes place outside the limits of the City of Stevens Point. The City shall
40 continue to pay any tuition applicable under this article. The City may choose the type of
41 transportation except the officer's personal automobile. Provided, however, an officer may
42 voluntarily use his personal automobile, if requested by the Chief of Police, and shall be
43 reimbursed for travel expense.
44

45 K. Scheduling: For the purposes of training, the employer may make changes in the
46 officer's regular day off work schedule for which the officer shall not be entitled to overtime
47 under Article 4, subject to the following limitations:
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1. Administrative Officers:
 - a. Maximum of twelve (12) days per calendar year;
 - b. Five (5) calendar days advance notice;
 - c. Any change of days off shall be considered a full day;
 - d. No required training during vacation time already scheduled; and
 - e. Compensation for the change shall be a full day off to be selected and taken by the officer changing days off and shall be taken within two weeks before or after the scheduled change, provided that this change will not “bump” another prior request from another officer to use compensatory time, holiday or vacation time for that day. In such case, the changed day shall be taken as soon thereafter as is practical.

 2. Officers Assigned to 4-On, 4-Off, 12-Hour Patrol Schedule:
 - a. Maximum of twelve (12) days per calendar year for officers and a maximum of sixteen (16) days per calendar year for officers involved in ESS and Negotiators Assignments;
 - b. Five (5) calendar days advance notice;
 - c. No required training during vacation time already scheduled;
 - d. Officers attending training on a day off will be compensated with one (1) hour of additional K-time for each hour spent in training and travel. This time will accrue at straight time. A minimum training day will be six (6) hours; and
 - e. Officers attending training on a scheduled work day will reimburse the City for the difference in the training day and their twelve (12) hour shift. (Maximum of four (4) hours per training day and twenty (20) hours per year.) The following are exempt from the twenty (20) hour maximum reimbursement:
 - f. Officers who volunteer or request specific training,
 - g. An officer applying for and receiving a promotion,
 - h. An officer requesting a new and/or special assignment which requires additional training.

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L. Officers training in Stevens Point or within commuting distance may return to duty to work the balance of any assigned twelve (12) hour duty day.

1
2 M. Officers attending overnight training may, upon their return, reimburse the time
3 owed by working those hours. The hours worked must be completed within sixteen (16)
4 calendar days of the training event. The shift supervisor and officer will develop a mutually
5 agreeable reimbursement plan. Hours worked to pay back the difference in training time owed
6 will not result in any overtime obligation for the city, other articles of this Agreement or the
7 FLSA notwithstanding or taking precedence.
8

9 N. Officers may elect to use their accumulated time on the books (other than sick
10 leave) to satisfy the reimbursement requirement.
11

12 O. If voluntary reimbursement does not occur within sixteen (16) calendar days of
13 the conclusion of the training event, an officer will have their pay reduced in the next pay period
14 by the number of hours owed, to a maximum of four (4) per day of training.
15

16 ARTICLE 19 – FIELD TRAINING OFFICERS

17

18 A. An officer who is trained and assigned as a Field Training Officer (FTO)
19 Supervisor or as a Field Training Officer (FTO) shall receive additional compensation as
20 provided in this Section. An FTO shall be awarded two (2) hours of time as FTO compensation
21 for each training day the FTO is assigned and actively engaged in training a Probationary Officer
22 during the FTO process to include any non-evaluation days required through the end of
23 Probation for Probationary Officers.
24

25 B. A training or non-evaluation day must consist of a minimum of eight (8) hours of
26 documented instruction in a scheduled work day of 12 hours in order to qualify. If the training
27 day is more than 12 hours the minimum of 8 hours of documented instruction and the two (2)
28 hours of FTO compensation shall be both increased proportionately.
29

30 C. An FTO Supervisor shall be awarded 12 hours of compensatory time as FTO
31 Supervisor compensation for completing the majority of Step 1, 2 or 3 of the FTO process when
32 assigned and actively engaged in supervising each FTO and Probationary Officer. (Six (6) hours
33 of compensatory time shall be awarded for Step 4.) There shall be no proration of the 12 hours
34 of FTO Supervisor compensation for any given step.
35

36 D. Sergeants trained and assigned as FTO Supervisors will rotate supervisory
37 assignments of Probationary Officers on his/her respective patrol shifts. The Sergeant assigned
38 as the “Lead Sergeant” will supervise Probationary Officer “A” when he/she is assigned to that
39 patrol shift. The next Probationary Officer assigned to that patrol shift will be supervised by the
40 alternate Sergeant on that same patrol shift. This rotation will continue as other Probationary
41 Officers are assigned to a given patrol shift.
42

43 E. In the event an FTO Supervisor is required to fill in for an FTO, the FTO
44 Supervisor shall be entitled to the additional compensation that an FTO receives as provided
45 above if the FTO Supervisor has been previously trained as an FTO and is not acting in a Shift
46 Supervisor capacity on that training day.
47

1 F. FTO Supervisor and FTO additional compensation is awarded as time off only; it
2 cannot be requested as or converted to pay. Requests for time off must be arranged, handled and
3 approved in advance the same as any other compensatory time off, and has no preference over
4 other forms of time off. Time off under this section must be used within twelve (12) months
5 from the step completion date; therefore, the officer must plan for and request the time off
6 without delay.

7
8 G. The Department will make a reasonable attempt to rotate training assignments for
9 FTO's (Officer's trained and assigned as Field Training Officers) in regard to training
10 Probationary Officer by utilizing a round robin system for assignments. The Department retains
11 the authority to assign FTO personnel.

12
13 ARTICLE 20 – COMPENSATION FOR CONTINUING EDUCATION
14

15 A. The City shall pay for the full cost of tuition and books for courses taken by a
16 member of the Union at an accredited college, university or technical college, subject to the
17 following provisions:

- 18
19 1. Reimbursement of costs for tuition and books shall be made by the City to
20 either the officer (in the event that the officer has paid for tuition/books for
21 the course) or to the educational institution (in the event that costs for
22 tuition/books has not been paid at the time of the completion of the
23 course), and will be made only after a grade of C or better has been
24 achieved. Pass/Fail courses will require approval from the Police Chief.
25 Reimbursement under this Article shall be net of any grants or
26 scholarships received by the officer, as prorated or applied to the course or
27 courses taken for which the grant or scholarship applies.
28
29 2. Courses that are allowed for reimbursement of costs under this Article 20
30 are limited to communications, criminal justice, English, computers, law,
31 math, photography, police science, public or police administration,
32 psychology, sociology, writing, and any other courses to fulfill a
33 requirement of a degree program. Any courses not listed in the preceding
34 sentence for which the officer seeks reimbursement shall require
35 authorization from the Police Chief.
36
37 3. The Police Chief or his designee shall be notified of the officer's intent to
38 enroll in the course prior to registration.
39
40 4. Continuing education shall not interfere with the officer's ability to
41 perform the duties of his job.
42
43

44 ARTICLE 21 – COMPENSATION FOR ASSUMING
45 SUPERIOR RANKING OFFICER'S DUTIES
46

47 Any officer being of patrolman or ranking officer status, who is assigned by written
48 personnel order, the duties of a superior officer shall be advanced to the next pay grade for the

1 duration of the assignment. Payment shall begin with the first day of assignment. The City shall
2 reserve the right of attrition.
3

4 5 ARTICLE 22 – SENIORITY 6

7 A. Definition: Seniority shall commence upon date of hire, subject to the provisions
8 in Article 22 hereof, and shall be based upon the actual length of continuous, uninterrupted
9 service for which payment has been received by the employee as a police officer serving on the
10 Department.
11

12 B. Termination of Seniority: Seniority shall be deemed to have been terminated
13 when:
14

- 15 1. An employee who is able to work fails to do so for two (2) weeks or more
16 after being requested to work;
- 17 2. A laid-off employee fails to report to work within three (3) weeks of being
18 notified to do so;
- 19 3. An employee quits;
- 20 4. An employee is not employed for three (3) years after having been laid
21 off, or fails to notify the Department of any change in address;
- 22 5. An employee is discharged;
- 23 6. An employee, on leave of absence for personal or health reasons, accepts
24 other full-time employment without permission from the employer; or
25
- 26 7. An employee retires.
27

28 C. Seniority List: The employer shall keep a current seniority list of all employees.
29 This list shall be kept up to date by the employer and shall be kept on file in the employer's
30 office. It shall be available for inspection by the individual employees upon request.
31

32 D. Layoffs: In reducing employee personnel, the last person hired shall be the first
33 person laid off, and the last person laid off shall be the first person rehired.
34

35 E. Right of Seniority: Any Department policy, rule or directive which confers a benefit
36 on members of the Union shall be considered a seniority right and, as such, will enable the members
37 of the Union to receive compensation for violations of said policies, rules or directives.
38

39 40 ARTICLE 23 – GRIEVANCE PROCEDURE 41

42 A. Definition of a Grievance: A grievance shall mean a dispute concerning the
43 interpretation or application of this Agreement.
44

1 B. Subject Matter: Only one subject matter shall be covered by any one grievance.
2 A written grievance shall contain the name and position of the grievant, a clear and concise
3 statement of the grievance, the issue involved, the relief sought, the date the incident or violation
4 took place, the specific section of the Agreement alleged to have been violated and the signature
5 of the grievant and the date.
6

7 C. Time Limitation: The time limitation established by this article shall be strictly
8 adhered to unless, for good cause, compliance with the limitation is excused in writing by the
9 grievant at the City's request or by the City at the grievant's request. If it is impossible to
10 comply with the time limits specified in the procedure because of work schedules, illness,
11 vacations, etc., these limits may be extended by mutual consent in writing.
12

- 13 1. If the time limitations are violated by the City, then the grievance shall
14 automatically proceed to the next step. Also, the City will send a copy of
15 all written grievance responses to the Union.
16
- 17 2. A working day shall be defined as a regularly scheduled duty day in
18 accordance with the schedule of the officer directly involved, to include
19 the Chief of Police or designee, or who is the focus of the matter under
20 consideration, for the filing of the grievance. Working days do not include
21 approved regular or change days off, vacation, holiday, personal time or
22 comp days, sick leave, family leave, emergency leave or school days or
23 assigned out of town meeting days.
24

25 D. Steps in the Procedure:
26

- 27 1. Step 1: Both the Union and the City recognize that grievances should be
28 settled promptly at the earliest possible stage. The grievance must be
29 initiated within five (5) working days after the officer knew or should have
30 known of the cause of such grievance. Any grievance not reported or filed
31 within the time limits set forth above shall be invalid. The aggrieved
32 employee shall present the grievance orally to the Assistant Chief in the
33 employee's chain of command. If the aggrieved employee does not have
34 an Assistant Chief in the employee's chain-of-command, or if the
35 Assistant Chief is not available, the aggrieved employee shall present the
36 grievance orally another Assistant Chief. In the event of a grievance, the
37 employee shall perform his assigned work and grieve his complaint later.
38
- 39 2. Step 2: If the grievance is not settled at the first step, within five (5)
40 working days it shall be reduced to writing and presented to the Assistant
41 Chief in the Chain of Command. Within five (5) working days, the
42 Assistant Chief shall furnish the employee and the Union with a written
43 answer to the grievance.
44
- 45 3. Step 3: If the grievance is not settled at the second step, the grievance
46 shall be presented by the grievant in writing to the Chief of Police within
47 five (5) working days. The Chief of Police shall, within five (5) working
48 days, hold an informal meeting with the aggrieved employee, the Assistant

1 Chief and Union representatives. If the grievance is not resolved to the
2 satisfaction of all parties within five (5) working days, either party may
3 proceed to the next step.
4

- 5 4. Step 4: The grievance shall be presented by the grievant in writing within
6 five (5) working days to the Commission. The Commission shall within
7 five (5) working days schedule an informal meeting with all parties
8 involved at this stage. Within ten (10) working days after this meeting, a
9 determination shall be made and reduced to writing and copies submitted
10 to all parties involved.
11

12 E. Arbitration:
13

- 14 1. Time Limit: If a satisfactory settlement is not reached with the
15 Commission, the appeal procedure shall be governed by Section 62.13 of
16 the Wisconsin Statutes. If a satisfactory settlement is not reached with the
17 Personnel Committee, the Union must notify the Personnel Committee in
18 writing within ten (10) working days that they intend to process the
19 grievance to arbitration.
20
- 21 2. Selection of Arbitrator: Either party may request the Wisconsin
22 Employment Relations Commission to prepare a list of five (5) impartial
23 arbitrators. The parties shall alternately strike one name from the list. The
24 first party to strike shall be determined by a flip of a coin. The remaining
25 arbitrator on the slate after the strikes shall then be notified of his
26 appointment as Arbitrator in a joint statement from the City and the
27 Union.
28
- 29 3. Arbitration Hearing: The Arbitrator selected or appointed shall meet with
30 the parties at a mutually appointed date to review the evidence and hear
31 testimony relating to the grievance. Upon completion of this review and
32 hearing, the Arbitrator shall render a written decision to both the City and
33 the Union which shall be binding upon both parties.
34
- 35 4. Costs: Both parties shall share equally the costs and expenses of the
36 arbitration proceedings, including transcript fees and fees of the arbitrator.
37 Each party, however, shall bear its own cost for witnesses and all other
38 out-of-pocket expenses, including possible attorney's fees. Testimony or
39 other participation of employees shall not be paid by the City. The
40 arbitration hearing shall be conducted in the City Hall.
41
- 42 5. Transcript: There shall be a transcript prepared for each arbitration
43 hearing.
44
- 45 6. Decision of the Arbitrator: The decision of the Arbitrator shall be limited
46 to the subject matter of the grievance and shall be restricted solely to
47 interpretation of the Agreement in the area where the alleged breach

1 occurred. The Arbitrator shall not modify, add to or delete from the
2 express terms of the Agreement.

3
4 F. General Provisions:

- 5
6 1. Past Grievances: Past grievances may not be filed under the provisions of
7 this procedure and all grievances filed which bear a filing date which
8 precedes or is the same as the expiration date of this agreement must be
9 processed to conclusion under the terms of this procedure.
10
11 2. Special Notice for New Facts: If the grievance has been processed beyond
12 Step 2, and the grievant wishes to add new facts or information into the
13 file, he shall immediately transmit notice to the Chief of Police and shall
14 indicate in said notice the nature and details of the new facts. When such
15 notice has been transmitted by the grievant, the grievance cannot progress
16 through the arbitration procedures until within five (5) working days of
17 receipt of such special notice, the Chief of Police shall exercise one of the
18 following options;
19
20 a. He shall reopen the proceedings at Step 3 for the purpose of
21 reconsidering the Step 3 decision.
22
23 b. He shall acknowledge receipt of the facts and stipulate that the
24 grievance proceed.
25
26 3. Adjustments from Grievance Conferences: Any adjustments resulting
27 from the grievance conferences under this provision shall not be
28 inconsistent with the terms of this Agreement.
29

30 ARTICLE 24 – SUSPENSION, DISMISSAL AND REDUCTION IN RANK

31
32 A. It shall be the right of any Union member to have present, during interviewing by
33 administrative level personnel or during any discussion between any administrative level person
34 and the individual member, an Officer of the Union or any other Union member designated by
35 the President, if it may reasonably be construed that any part of the interview or discussion will
36 form the basis, or part thereof, for any disciplinary action against the member. This right shall
37 also apply to contacts between the member and any management level personnel if the member
38 so desires. The member may waive this right. Discipline within the Department shall be
39 exercised with reason, considering the severity of the infraction and comparing it with like
40 situations.
41

42 B. Suspension, dismissal and reduction in rank of employees from the Department
43 shall be governed by Section 62.13 of the Wisconsin Statutes.
44

45 C. All newly-hired employees shall be considered probationary for the first eighteen
46 (18) months of their employment with the Department. Probationary employees may be
47 discharged without recourse to the grievance procedure.
48

1 D. Continued employment beyond the probationary period above mentioned is
2 hereby defined as evidence of satisfactory completion of probation.

3
4 E. A permanent employee is hereby defined as a person hired to fill a full-time
5 position in the table of organization.

6
7 ARTICLE 25 – DEFENSE OF THE OFFICERS BY AN ATTORNEY
8

9 A. The City shall provide an attorney mutually agreed to by the employee and the
10 Chief of Police to defend actions brought against any officer growing out of any acts done in the
11 course of the officer's employment or out of any alleged breach of the officer's duty.

12
13 B. Unless it is determined by a court of competent jurisdiction or an arbitrator
14 selected by the employee or employees and the City that the officer acted beyond the scope of
15 his employment and in bad faith, the City shall be obligated to pay any judgment resulting from
16 such action.

17
18 C. This section does not apply to disciplinary actions or charges brought against an
19 officer by the Chief of Police or the Police and Fire Commission.

20
21 ARTICLE 26 – UNION ACTIVITY
22

23 Union business shall be transacted so as not to interfere with the normal duties of the
24 stewards and committee, unless mutually agreed otherwise by the parties. The Union may use
25 the City's meeting rooms and facilities for Union business under the guidelines established by
26 the City. The Union agrees to provide written notification to the City following the election or
27 selection of Union stewards or committees.

28
29 ARTICLE 27 – MILITARY LEAVE
30

31 A. Employees shall be granted a leave of absence for tour of military duty, reserve
32 training, National Guard duty, or other qualified military-related activity according to the rights
33 and limitations of Wisconsin Statutes and other applicable law.

34
35 B. When requested, the City shall grant an employee a military leave of absence for
36 training or other related military duty, not to exceed ten (10) days per year. Such employee shall
37 receive the difference between military pay (exclusive of any reimbursement for expenses) and
38 his regular per diem rate upon submission of a copy of the order to active duty and a copy of the
39 pay voucher.

40
41 C. Officers ordered to active military duty status by the U.S. Armed Forces shall be
42 assigned to work police duties under the direction of the Chief of Police, or designee, as their
43 military duty schedules permit and they request to work. Police duty and hours assigned will be
44 determined by the Chief of Police, or designee, and not subject to the language or restrictions as
45 stated in Article 3, Hours. The assignment will terminate upon proper notification by official
46 military orders as pertains to each officer when each officer is officially released from active
47 military status.

1 ARTICLE 28 – FAIR SHARE

2
3 A. Membership Not Required: Membership in any employee organization is not
4 compulsory. Officers have the right to join, maintain or drop their membership in an employee
5 organization as they see fit.
6

7 B. Effective Date and Officers Covered: The City agrees to deduct the sum as
8 certified by the Union per month, as fair share dues, from the payroll check of a member of the
9 Department during the term of this Agreement. The accumulation of such deductions shall be
10 paid to the Union each month on a date coinciding with the deductions made by the City. The
11 Union reserves the right to raise or lower the amount of its dues. Upon thirty (30) days' written
12 notice from the Union, the City shall raise or lower the amount of said dues deduction and in
13 accord with such notice. Pursuant to Section 11.70(2), Wisconsin Statutes, the provisions herein
14 shall be binding on both member-employees and non-member employees of the Union with the
15 Department.
16

- 17 1. Present Officers: Such deductions shall be made and forwarded to the
18 Union only from monthly earnings of those officers who are members of
19 the employee organization as of January 1, 2013.
20
21 2. New Officers: Such deductions shall be made after 30 calendar days of
22 employment.
23
24 3. Other Officers: An officer on lay-off or leave of absence or other status in
25 which such officer receives no pay is excluded unless the officer works 24
26 hours or more per month.
27

28 C. Responsibilities of the City and the Collective Bargaining Representatives: If an
29 error is discovered with respect to deductions under this provision, the City shall correct said
30 error by appropriate adjustments in the next paycheck of the officer or the next submission of
31 funds to the collective bargaining representative. The City shall not be liable to the collective
32 bargaining representative, officer or any party by reason of the requirements of this Article of the
33 Agreement for the remittance or payment of any sum other than that constituting actual
34 deductions made from officers wages earned.
35

36 D. Tender of Defense: In the event that the Fair Share Agreement or any action
37 taken or not taken by the City on account of the Fair Share Agreement is challenged before any
38 judicial or quasi-judicial body, the Union will provide a thorough defense of the City's interest.
39

40 ARTICLE 29 – TESTING & PROMOTIONS

41
42 A. Testing: Notice and testing for any promotions for the positions within the
43 bargaining unit will be posted for interested applicants no less than fifteen (15) days prior to the
44 making of the promotion. All officers shall compete on a fair and equal basis for any vacancy or
45 promotion.
46

1 ARTICLE 31 – MERGER

2
3 In the event of a merger of the Department with any other law enforcement agency, the
4 effects of the merger on the officers in the Union shall be the proper subject of collective
5 bargaining.
6

7 ARTICLE 32 – NON-DISCRIMINATION

8
9 The City and the Union agree that no employee shall be discriminated against on account
10 of age, race, color, sex, religion, national origin, handicap, veteran, or union status, as provided
11 by applicable federal and state statutes. When words herein are used in the masculine (e.g., he,
12 his, him), they shall include the feminine (e.g., she, her).
13

14 ARTICLE 33 – NO STRIKE AGREEMENT

15
16 A. Strike Prohibited: Neither the Union nor any of its officers, agents or City
17 employees will instigate, promote, encourage, sponsor, engage in or condone any strike,
18 picketing, slowdown, concerted work stoppage or any other intentional interruption of work
19 during the term of this Agreement.
20

21 B. Union Action: Upon notification by the City to the Union that certain of its
22 members are engaged in a violation of this provision, the Union shall immediately, in writing,
23 order such members to return to work, provide the City with a copy of such order, and a
24 responsible official of the Union shall publicly order them to return to work. In the event that a
25 strike or other violation not authorized by the Union occurs, the Union agrees to take all
26 reasonable effective and affirmative action to secure the members return to work as promptly as
27 possible. Failure of the Union to issue the orders and take action required herein shall be
28 considered in determining whether or not the Union caused or authorized the strike.
29

30 ARTICLE 34 – RESIDENCY

31
32 All officers of the Department may reside at any point within the guidelines of Appendix
33 B.
34

35 ARTICLE 35 – DRUG TESTING

36
37 The Collectively Bargained Agreement on DRUG TESTING dated April 19, 1999, and
38 as agreed to by the parties, shall be considered part of this Agreement and shall be attached
39 hereto as Appendix C.
40

41 ARTICLE 36 – RESERVE SHIFT SUPERVISOR

42
43 A. The parties agree that under the Department's current patrol shift structure, each
44 shift will have two patrol officers who will be temporarily assigned as a reserve shift supervisor
45 (hereafter referred to as "RSS"). The RSS will be of patrol officer grade. When a RSS serves
46 under the direction of the Department in the capacity as a Supervisor, the individual shall receive
47 pay consistent with the rank of Starting Sergeant. Officers serving in the capacity of RSS will

1 receive a yearly stipend of \$500 paid out throughout the year. Duties may include regular patrol
2 duty as well as supervisory meetings or specialized training.

3
4 B. The selection process for RSS eligibility list shall be accomplished by the
5 management of the Department. To be eligible for the selection the following criteria must be
6 met:

- 7
8 1. Minimum of three years experience with the Department; however,
9 officers that will meet the three year requirement within the calendar year
10 concerned may apply and be eligible for a RSS appointment after the
11 individual's three year anniversary date has passed.
12
13 2. Officers interested in a RSS eligibility list position will submit the
14 necessary application materials to the Department when position postings
15 are made. Position postings will reference opportunities for the upcoming
16 year.

17
18 C. Officers currently assigned to the Primary and Secondary RSS roll need not apply
19 for the annual selection process. Because RSS positions are temporary assignments, they may be
20 vacated by the choice of the patrol officer or at the direction of the Department anytime during
21 the calendar year in effect. Officers eligible to apply for the eligibility list will do so prior to
22 Nov. 1st of each year. Officers selected by the Department for the annual RSS eligibility list shall
23 be ranked according to a promotional potential rating when a vacancy needs to be filled.

24
25 D. RSS vacancies will be filled in following manner; Primary RSS vacancy from
26 current secondary RSS group, Secondary RSS vacancy from current eligibility list.

27
28 E. Officers assigned as RSS shall be sent by the Department to basic supervisory
29 training/school as soon as possible.

30
31 F. When the Department has determined the need for an acting Sergeant position,
32 the affected shift's current primary RSS shall be assigned to said position. Secondary RSS will
33 advance to the primary RSS position.

34
35 ARTICLE 37 – POST EMPLOYMENT HEALTH PLAN

36
37 The City agrees to establish a Post Employment Health Plan (PEHP) in accordance with
38 applicable sections of the Internal Revenue Service Code with the City paying the administration
39 fees. Officers will contribute forty and no/100th dollars (\$40.00) per month via pre-tax payroll
40 deductions to the PEHP account established for each officer by the City. Officers reserve the
41 right to raise or lower the amount of the officer's contribution upon thirty (30) days written
42 notice from the Union. The City shall raise or lower the amount of the officer's contribution in
43 accordance with the notice.
44
45
46
47
48

1 ARTICLE 38 – SAVINGS CLAUSE

2
3 If any article or section of this agreement, or an addendum therein, is held to be invalid
4 by operation of law or by a tribunal of competent jurisdiction, or if compliance with or
5 enforcement of any article or section should be restrained by such tribunal, the remainder of this
6 Agreement and addenda shall not be affected thereby and the parties shall enter into immediate
7 collective bargaining negotiations for the purpose of arriving at a mutually satisfactory
8 replacement for such article or section.
9

10 ARTICLE 39 – NO OTHER AGREEMENT

11
12 The employer agrees not to enter into any other agreement, written or oral, with the
13 members of the Department individually or collectively, which in any way conflicts with the
14 provisions of this Agreement.
15

16 ARTICLE 40 – ENTIRE MEMORANDUM OF AGREEMENT

17
18 This Agreement constitutes the entire Agreement between the parties and no verbal
19 statements shall supersede any of its provisions. Any amendment or agreement supplemental
20 hereto shall not be binding upon either party unless executed in writing by the parties hereto.
21 The parties further acknowledge that, during the negotiations which resulted in this Agreement,
22 each had the unlimited right and opportunity to make demands and proposals with respect to any
23 subject or matter not removed by law from the areas of collective bargaining and that the
24 understandings and agreements arrived at by the parties after the exercise of that right and
25 opportunity are set forth in the Agreement.
26

27 ARTICLE 41 – TERM OF AGREEMENT

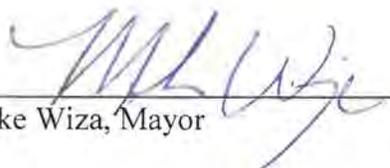
28
29 Term: This Agreement shall become effective as of January 1, 2015, and remain in full force
30 and effect through December 31, 2016, and shall renew itself for an additional one-year period
31 thereafter unless either party pursuant to this article, has notified the other party in writing that it
32 desires to alter or amend this Agreement at the end of the contract period.
33

34 Bargaining Procedure: The parties to this Agreement shall meet by September 1, 2016 , to
35 exchange proposals for a successor to this entire Agreement.
36

37 IN WITNESS WHEREOF, the parties hereto ratify this Agreement as of January 1, 2015
38 and sign it this 23rd day of June 2015.
39

40 CITY OF STEVENS POINT

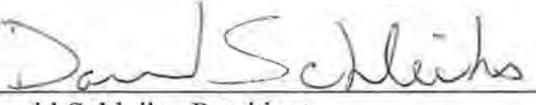
41 STEVENS POINT POLICE
42 OFFICERS ORGANIZATION

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45 _____
46 Mike Wiza, Mayor

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48 _____
Brian Brooks, President

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2 John Moe, City Clerk


Steve Spath, Vice President

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7 David Schleihs, President
8 Police and Fire Commission

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2 **Appendix "A-1"**
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4 (For officers hired on or prior to execution date of 2015-2016 Collective Bargaining Agreement.)
5

6 POLICE
7 MONTHLY WAGES

8 Effective January 1, 2015 Effective January 1, 2016
9

10 Sergeant 3 Years	\$5,582.04	\$5,693.68
11		
12 Sergeant Starting	\$5,445.44	\$5,527.13
13 Officer, 12 Years	\$5,015.12	\$5,115.42
14 Officer, 7 Years	\$4,953.49	\$5,052.56
15 Officer, 3 Years	\$4,868.14	\$4,941.17
16 *Officer, 1 Year	\$4,704.78	\$4,704.78
17 Officer Recruit W/Training	\$4,231.98	\$4,231.98
18 Officer Recruit W/O Training	\$3,996.51	\$3,996.51

19 *The one year step-in-grade would apply to all officers currently on the payroll and the 1.5 yr
20 step-in-grade (as shown in Appendix A-2) replaces the 1 year position for all officers hired after
21 the new CBA is fully executed. For the avoidance of doubt, no current officer will see a pay cut
22 nor an extension of time until he or she qualifies for the 1 year officer pay rate.
23

24 New employees without recruit schooling will be paid 85% of the officer rate of pay for the
25 hours spent attending recruit school.
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1 **Appendix "A-2"**

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3 (For officers hired after execution date of 2015-2016 Collective Bargaining Agreement.)

4
5 POLICE
6 MONTHLY WAGES

7 Effective January 1, 2015 Effective January 1, 2016

8

9 Sergeant 3 Years	\$5,582.04	\$5,693.68
10		
11 Sergeant Starting	\$5,445.44	\$5,527.13
12 Officer, 12 Years	\$5,015.12	\$5,115.42
13 Officer, 7 Years	\$4,953.49	\$5,052.56
14 Officer, 3 Years	\$4,868.14	\$4,941.17
15 *Officer, 1.5 Year	\$4,586.58	\$4,586.58
16 Officer Recruit W/Training	\$4,231.98	\$4,231.98
17 Officer Recruit W/O Training	\$3,996.51	\$3,996.51

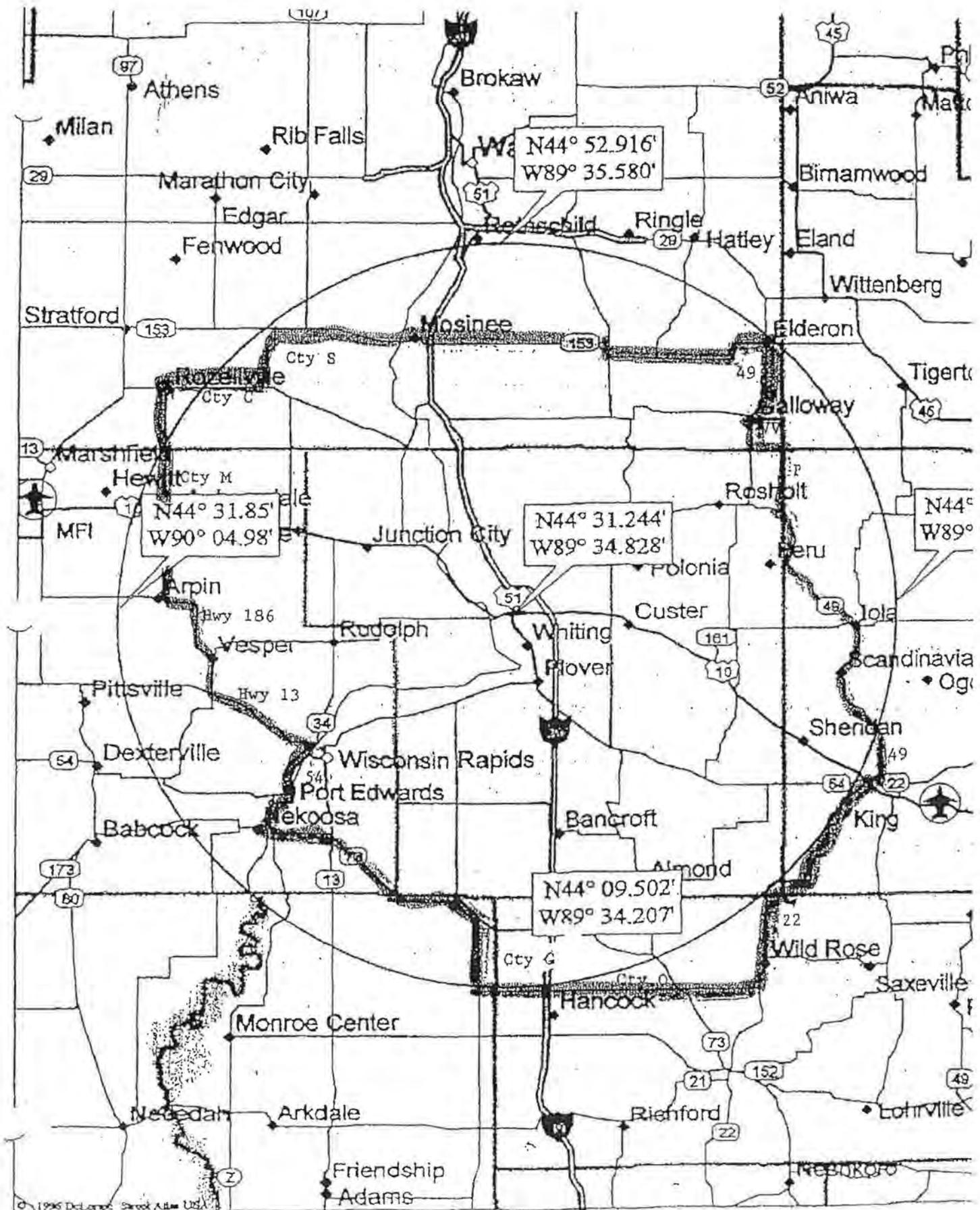
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19 *The one year step-in-grade (as reflected on Appendix A-1) will apply to all officers currently on
20 the payroll and the 1.5 yr step-in-grade (as shown in this Appendix A-2) replaces the 1 year
21 position for all officers hired after the new CBA is fully executed. For the avoidance of doubt, no
22 current officer will see a pay cut nor an extension of time until he or she qualifies for the 1 year
23 officer pay rate.

24
25 New employees without recruit schooling will be paid 85% of the officer rate of pay for the
26 hours spent attending recruit school.

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Appendix "B"



Appendix "C"

**CITY OF STEVENS POINT
POLICE DEPARTMENT
Collectively Bargained Agreement
on
DRUG TESTING**

I. PURPOSE

The purpose of this Agreement is to provide all sworn personnel with notice of the provisions of the Department drug testing program.

The inclusion of the Police and Fire Commission members under this policy is on a voluntary basis and is at the request of the Organization. The City agrees that upon written notification from any Police and Fire Commissioner that he/she wishes to be included under this policy, the City will include him/her in the testing until revoked. All notification and test results pertaining to the Police and Fire Commissioners shall be provided to the Mayor. All confidentiality provisions which are outlined in this policy shall pertain to those documents. The Mayor will administer dispositions in accordance with prevailing federal, state and local law.

II. PREAMBLE

The Steven Point Police Officer Organization (the Organization) and the City of Stevens Point (the Employer) recognize drug dependency as an illness and a serious health problem. The Organization and the Employer also recognize that Employee Awareness Programs and Employee Assistance Programs (EAP's) are necessary ingredients to ensuring a drug-free work environment.

It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

Upon the adoption of this policy, all employees represented by the Organization will be advised by the Employer in writing of the Employer's Drug Abuse Policy and Program. The information to be provided shall include at a minimum, information of the availability of the City of Stevens Point EAP, the effects of drugs on individuals and their families, and, finally, the Employer's drug testing program.

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

It is the policy of the Organization and the Employer to offer referral to employees to appropriate

services and rehabilitation programs for counseling and treatment when matters arise concerning drug abuse which may effect the employee's work performance. It is the responsibility of the Employer to provide an active EAP to assess and refer employees to and to provide appropriate education, prevention, counseling, treatment, and rehabilitation services. All such referrals and any reports provided to the Employer by the referred employee or by the EAP staff shall be maintained in the strictest confidence by the Employer.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. It is the responsibility of each employee to seek assistance from the EAP when necessary before the employee's drug problems lead to disciplinary action. An employee's decision to seek voluntary help from the EAP is not to be used as a basis for any disciplinary action against the employee and will not be noted in any personnel record or personnel actions. The confidentiality of individuals utilizing the EAP is to be protected within the limits of the law.

Therefore, in order to ensure the integrity of the Department and the safety of its officers, to preserve public trust and confidence in a drug-free law enforcement profession, this Department shall implement a drug testing program to detect prohibited drug use by employees. In appropriate circumstances, rehabilitation and counseling will be applied.

The Organization and the Employer also recognize that educational programs are an integral component of an effective drug prevention program. The education of employees with respect to the dangers of drug abuse should serve to decrease the incidence of drug abuse. Drug awareness education to be provided by the Employer shall include regular drug awareness in-services for all the employees of this Employer.

III. DEFINITIONS

- A. Employee. Those employees who have been formally vested with law enforcement powers and authority other than probationary employees.
- B. Supervisor. Any person employed by the Employer and identified as a supervisor by §111.70 (1)(o), Wis. Stats.
- C.
 - 1. Drug Test. The compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
 - 2. Alcohol Test. In the event of reasonable suspicion or as required under Section IV. C. 2. listed below, employees will be required to submit to breath testing using an approved Evidential Breath Testing (EBT) device. A certified Breath Alcohol Technician will administer the test. If an employee tests positive for alcohol, then a confirmation test will be conducted. Blood alcohol testing is authorized only in the following circumstances:

- a. When a post-accident or reasonable suspicion test is required, and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test.
 - b. When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test.
- D. Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts, and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty, or under the influence of alcohol while on duty.
- E. Probationary Employee. For the purposes of this policy only, a probationary employee shall be considered to be an employee who is conditionally employed with the Department as a law enforcement officer.
- F. Aliquot. A portion of a specimen used for testing.
- G. Being Subject to the Effects of Illegal Drugs. Having the presence of an illegal drug or drug metabolite in an individual's system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified for the confirmation test. This shall be referred to as a "positive test."
- H. Collection Site. A place designated by the parties where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- I. Confirmatory Test. A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principal from that of the initial test in order to insure reliability and accuracy. (At this time, gas chromatography/mass spectrometry [GC/MS] is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)
- J. Initial Test (also known as--Screening Test). Immunoassay screen to eliminate "negative" urine specimens from further consideration.
- K. Chain of Custody. Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an Employer chain of custody form be used from time of collection to receipt by the laboratory and that appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of

custody.

- L. Medical Review Officer (MRO). A licensed physician responsible for receiving laboratory results generated by an agency's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his/her medical history and any other relevant biomedical information.
- M. Computer-Generated Random Neutral Selection Process. A mechanism for selecting employees for a drug test that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give an Employer discretion to waive the selection of any employee selected under the mechanism, except as provided herein.
- N. Chief of Police. It is understood that when the term "Chief" or "Police Chief" is referenced in this Agreement, it also means the Chief's designee in the Chief's absence.

IV. PROCEDURES

A. Prohibited Activity

The following rules shall apply to all persons covered by this policy, while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. Employees, in carrying out their duties, must not consume alcohol and controlled substances throughout the scheduled work hours except as otherwise provided herein.
3. No employee shall ingest any controlled substance unless as prescribed by a licensed medical practitioner or except as in Section IV, A. 4. below.
4. Any employee, who in the carrying out of his or her police duties, ingests, either directly or indirectly, any controlled substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be administered and no disciplinary action will be taken if the tests are positive under the following conditions:
 - a. The employee was in physical danger if he or she did not ingest the drug or narcotic substance, or the employee unintentionally and/or unknowingly ingested and/or absorbed the drug or narcotic substance.
 - b. Nothing in this policy shall be construed as granting permission for employees

serving as a police officer or narcotics agent to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except as cited in 4 a.

5. Discipline of employees for violation of this policy shall be in accordance with the collective bargaining agreement, department policy, rules and regulations and state law.
6. No employee shall ingest any prescribed medication in amounts beyond the recommended dosage
7. No employee will be tested for a controlled substance unless a supervisor determines that there exists a reasonable suspicion that the employee to be tested is under the influence of drugs except as part of the computer-generated selection process.
8. Any employee having a reasonable basis to believe that another employee is illegally using or is in possession of any controlled substance, shall immediately report the facts and circumstances to his/her supervisor.

B Probationary Employee Drug Testing

All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Chief or his/her designee. Refusal or confirmed positive drug test may invoke dismissal from the Department. Probationary employees shall also be subject to drug testing as set forth below.

C. Employee Drug Testing

Employees will be required to take drug tests as a condition for continued employment in order to ascertain prohibited drug use as provided below:

1.
 - a. When a supervisor has reasonable suspicion to believe that an employee is or has been using drugs while on or off duty, the supervisor will document in writing the specific objective facts constituting reasonable suspicion of drug use. The employee will be offered an opportunity to give an explanation of his/her condition. An Organization representative shall be present during such explanation unless the employee waives such representation. After the employee has, had a chance to explain his/her condition, and if the supervisor still believes the employee to be under the influence of a controlled substance, then, by a written order, the employee may be ordered to submit to drug testing in accordance with the procedures set forth below.
 - b. All supervisory employees shall be provided with training in detecting possible symptoms of drug abuse.

2. Any employee directly involved in a serious incident, limited to the following cases, shall be required to participate in a drug and alcohol (.02% or greater) test immediately following the event, or soon thereafter, as the situation allows:
 - a. The discharge of a firearm resulting in injury or death to a human being (per current department policy);
 - b. Auto accident involving an employee acting in an official capacity in which a personal injury occurs and which requires a report as defined by Wisconsin Statute 346.70, unless the employee's vehicle was legally stopped or legally parked;
 - c. Directly involved in a physical altercation resulting in death.
 - d. Failure to submit to a drug or alcohol test under such conditions shall constitute a refusal to submit to a required drug or alcohol test. Under the circumstances set forth above, an employee directly involved shall be defined as the individual or individuals discharging the firearm, driving the automobile or directly involved in the physical altercation.
3. All law enforcement employees of the department including the Police Chief shall be subject to drug tests based upon a computer-generated random selection process. The parties shall develop and mutually agree upon a reasonable mechanism for selecting employees for drug tests that result in an equal probability that any employee from the group of individuals subject to the selection mechanism will be selected and that does not give the employer discretion to waive the selection of any employee selected. The Organization shall have the right to be present when the numbers/names are selected for random testing. The frequency of the computer-generated random selection process and sampling rate shall be prescribed by agreement of the parties, but such testing will, on an annual basis, not exceed 15 percent of the total number of employees covered by the policy.
4. Any employee who, in the carrying out of his/her official duties, unintentionally or intentionally ingests, either directly or indirectly, any controlled substance, is required to document, as soon as possible thereafter, such contact, if the employee is aware of the ingestion. Documentation shall occur in writing explaining all circumstances, and the employee's supervisor shall be notified as soon as possible. Appropriate medical steps should be taken to ensure the employee's health and safety. Drug tests will be administered and no disciplinary action will be taken if the tests are positive under the following conditions:
 - a. The employee was in physical danger if he/she did not ingest the drug or narcotic substance.

- b. Nothing in this policy shall be construed as granting permission for employees serving as a police officer or narcotics agent to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance unless the employee was in physical danger if he/she did not ingest the drug or narcotic, or the employee unintentionally ingested the drug or narcotic.
 - c. Employees who seek voluntary assistance for substance abuse shall not be disciplined for seeking such assistance or for any underlying substance abuse problems. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees without the employee's consent.
5. For special duty assignments that allow the consumption of alcohol, the above alcohol amounts of .02% or greater shall not apply.

D. Integrity and Identity of Specimen.

The Employer and collection site shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified.

1. To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue.
2. The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his/her wallet.
3. The individual shall be instructed to wash and dry his or her hands prior to urination.
4. After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
5. The individual may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
6. The collection site person shall note any unusual behavior or appearance of the individual.

7. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 45 milliliters of urine. If there is less than 45 milliliters of urine in the container, the specimen will be discarded. The employee will be given up to 40 oz. of water to drink over a three hour period until the employee can eliminate a minimum of 45 milliliters of urine. Failure to submit a sample of 45 milliliters of urine shall be considered a refusal to submit to a drug test.
8. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his/her hands.
9. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted. The temperature of the specimen will be checked. If the temperature is lower than 90 degrees, or higher than 100 degrees, the specimen may be adulterated.
10. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
11. Wherever there is reason to believe that a particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon as possible under the direct supervision of a same gender collection site person.
12. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper proof seal over the bottle cap and down the sides of the bottle.
13. The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (14) through (17) of this section.
14. The collection site person and the individual shall place securely on the bottle an identification label which contains the date, the individual's specimen number, and any other identifying information provided or required by the collection site.
15. The individual being tested shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.
16. The collection site person shall complete the chain of custody form.
17. The urine specimen and chain of custody form are now ready for shipment. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.

18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his/her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for mailing before he/she leaves the site.

E. Drug Testing Procedures

I. Specimen Collection Procedures

- a. Designation of Collection Site. The Employer shall have one collection site which has all the necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.
- b. Collection Site Personnel. Collection site persons, supervisors and authorized personnel shall be such collection site employees so designated by the collecting site to assist in the collection and testing of specimens as necessary under the drug testing methodology.
- c. Security. Procedures shall provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.
- d. Chain of Custody. Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- e. Access to Authorized Personnel Only. No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored.
- f. Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.

- g. Integrity and Identity of Specimen. The Employer and collection site shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle can identify the individual from whom the specimen was collected.
- h. Identification. Personnel authorized to administer drug tests shall require positive identification from each participant to be tested before they enter the testing area. This shall consist of picture identification or Driver's License.
- i. Collection Control. To the maximum extent possible, collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain of custody form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.
- j. Transportation to Laboratory. Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection agent shall initial and enter the date specimens were sealed in the containers for shipment. The collection site personnel shall ensure that the chain of custody documentation is enclosed in each container sealed for shipment to the drug testing laboratory.
- k. Inability or Unwillingness to Provide Specimen. Where the participant appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The participant shall be permitted a reasonable amount of time (no greater than three hours) to give a sample, during which time he/she shall remain in the testing area. Reasonable amounts of water (up to 40 oz.) may be given to the participant to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- l. Split Specimen. Participants shall have their urine specimen split and made available to the participant for retesting in case of a positive test result. The urine specimen must be provided at the same time identified, marked and placed in identical specimen containers by authorized testing personnel. One

specimen shall be submitted for immediate drug testing at the approved testing laboratory. If the specimen tests positive, the other specimen shall remain at the laboratory in frozen storage for one year. This specimen shall be made available to the participant or his/her attorney, should the original sample result in a legal dispute or if the chain of custody is broken.

- m. Altered Specimen. Whenever there is a reason to believe that the participant may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under the direct supervision of a same gender collection site person.

2. Laboratory Analysis Procedure

- a. Laboratory. The Employer shall use a laboratory that conforms with the Substance Abuse and Mental Health Services Administration (SAMHSA) Guidelines.
- b. Security. Drug testing laboratories shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these stored areas shall be limited to specifically authorized individuals who have authorization to the documents.
- c. Chain of Custody. Laboratories shall use chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage and continuing until final disposition of specimens. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are needed.
- d. Inspection. When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on specimen bottles within each package to the information on the accompanying chain of custody forms. Any direct evidence of tampering or discrepancies in the information on specimen bottles and the agency's chain of custody forms attached to the shipment shall be immediately reported to the employer and shall be noted on the laboratory's chain of custody form which shall accompany the specimens while they are in the laboratory's possession.
- e. Retention. Specimen bottles will normally be retained within the laboratory's

accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

- f. Two-Step Procedure. The testing or processing phase shall consist of a two-step procedure to include an initial screening test (immunoassay drug screening test), and if the screening is positive, a confirmatory test (GC/MS testing).
- g. Initial Test. The initial test shall use an immunoassay which meets requirements of the Food and Drug Administration for commercial distribution which are in effect on the day the aliquot is obtained. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these six drugs or classes of drugs.
- h. Initial Test Result. If initial testing results are negative, further testing of the specimen shall be discontinued and all samples shall be destroyed.

Initial Test Level (ng/ml)

Marijuana metabolites.....	100
Cocaine metabolites.....	300
Opiate metabolites.....	2,000
Amphetamines.....	1,000
Barbiturates.....	300
Benzodiazepines.....	300

Initial Test Level (% by weight)

Alcohol	.02
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- i. Confirmatory Test. Only specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff values listed in this paragraph for each drug. Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive in the initial test.

Confirmatory Test Level (ng/ml)

Marijuana metabolites	15*
Cocaine metabolites	150**
Opiates:	
Morphine	300***
Codeine	300***
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Barbiturates	200
Benzodiazepines	150

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoyllecgonine

*** 25 ng/ml if immunoassay specific for free morphine

j. Reporting Results.

1. The laboratory shall report all test results to the Employer's MRO. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control) it shall be reviewed and the test certified as an accurate report by the responsible individual. Tests shall be conducted in a manner to ensure that the employee's legal drug use and/or diet do not affect the test results. The report shall identify the drugs/metabolites tested for, whether positive or negative and the cutoff for each, the specimen number assigned by the agency, and the drug testing laboratory specimen identification number.
2. The laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug. Test results will be sent directly to the MRO.
3. Once the MRO certifies the test results, the MRO will report only the test results to the Chief. No other information will be disclosed or requested, except at the express written request of the employee.

- k. Subcontracting. Drug testing laboratories shall not subcontract and shall perform all work with their own personnel and equipment. The laboratory must be capable of performing testing for the five classes of drugs (marijuana, cocaine, opiates, phencyclidine and amphetamines) using the initial immunoassay and confirmatory GC/MS methods specified in these guidelines.

1. Laboratory Facilities.

1. The Employer shall use only those laboratories certified by the SAMSHA and that are in compliance with the applicable provisions of the Wisconsin licensure requirements. The federally certified laboratory shall be mutually agreed to by the parties.
 2. The parties may mutually, when cause can be shown, change the collection sites or federally certified laboratory.
 3. From among the facilities listed above, the employer shall select the facility or facilities whose employees are represented for purposes of collective bargaining by a duly elected representative, as that term is defined in Section 111.02(11), Wis. Stats.
 4. The list of facilities set forth above shall be modified as necessary to include newly certified laboratories and exclude those which are no longer certified.
 5. The specimen collection sites shall include Saints Health Services for Business and St. Michael's Hospital, Stevens Point, Wisconsin.
- m. Employees having negative drug test results shall, within three working days of receipt by the Chief, receive a copy of the negative tests results letter stating that no illegal drugs were found. Said copy of the letter shall be placed in a sealed envelope in the employee's department mailbox. No copy will be placed in the employee's personnel file.

F. Drug Test Results

1. Confidentiality.

- a. All information, interviews, reports, statements, memoranda, test results, written or otherwise received by the Employer through its drug testing program are confidential communications. The employee shall authorize the MRO to release to the Chief only the results of the test which are either negative or positive.
- b. Any information obtained by the Employer pursuant to this policy shall be the property of the Employer.
- c. The Chief shall not release to any person other than the employee information related to drug test results unless:
 - (1) The employee has expressly, in writing, granted permission for the

Chief to release such information; or

- (2) It is necessary to introduce a positive confirmed test result into an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding, where the information must be disclosed to a federal or state agency or other unit of the state or United States Government as required under law, regulation, or order, or in accordance with compliance requirements of a state or federal government contract, or disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee.

2. Drug test results and records shall be retained in a secured file, separate from the employee's personnel file and controlled by the Police Chief for the period of time required by law.

V. SECOND SAMPLE TESTING

- A. If the employee desires to have his/her specimen retested because of a positive test result, he/she may do so at the employee's expense at an approved testing laboratory of the employee's choice. Results of any retesting should be submitted to the Chief in writing as soon as possible. If the retest is negative, the City will reimburse the employee the cost of the retest at the retest rate cost currently charged by the laboratory listed in this policy.
- B. Random testing shall be conducted while employees are on duty.

VI. ACTIONS TAKEN

- A. If an employee tests positive for alcohol or drugs after the confirmatory tests, such individual shall be referred to the Employee Assistance Program.
 1. The employee shall be subject to mandatory random testing, up to a maximum of six tests within the period of two years.
 2. The Employee Assistance Program shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.
 3. A second positive test for drugs during a two year period is grounds for termination.
- B. On any action, EAP counseling and follow-up may be applied.

- C. An employee who "self reports" at any time prior to a required drug test that could produce a positive result, may inform his/her supervisor of prohibited drug use and seek assistance under an EAP or private rehabilitation and counseling. Any and all assistance rendered shall be closely monitored. This will include:
1. Further assessment of the individual by qualified persons.
 2. Treatment of the individual by a recognized facility or person.
 3. Release of information to the Chief on the progress and treatment of the employee, upon consent of the individual.
 4. Process or after care treatment for a period of up to one (1) year after initial treatment.
 5. An employee who "self reports" shall not be subject to mandatory random testing as listed in section VI. A. 1.
 6. The City of Stevens Point shall be responsible for all costs associated with this drug testing agreement with the exception of the second sample testing as outlined in section V.A.

VII. DISCIPLINE FOR VIOLATION OF POLICY

Discipline of employees for violation of this policy shall be in accordance with the collective bargaining Agreement, Department policy, rules and regulations and state law. The refusal to take a required drug or alcohol test may be a dischargeable offense.

VIII. ORGANIZATION INSPECTION

At any time upon reasonable advance request, the Organization will have the right to designate a representative to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Organization may inspect individual test results if the release of this information is authorized by the employee(s) involved and the employee(s) provides the Employer with a release, hold harmless and indemnification agreement to allow the release.

IX. SURVIVAL

- A. The foregoing policy shall survive and become a part thereof of any successor agreements so long as City of Stevens Point and/or its representatives continue to maintain, subscribe to, and

make available the Employee Assistance Program (EAP) in place as of the date of this agreement.

- B. Any reductions of the conditions or the elimination of the foregoing EAP will result in the abeyance of the terms of this policy pending re-approval of EAP.
- C. Any changes to this policy will be by written agreement between the Organization and the City of Stevens Point.

X. ADMINISTRATIVE RESPONSIBILITY

This drug and alcohol testing policy was initiated at the request of the City of Stevens Point. The Employer assumes sole responsibility for the administration of this policy.

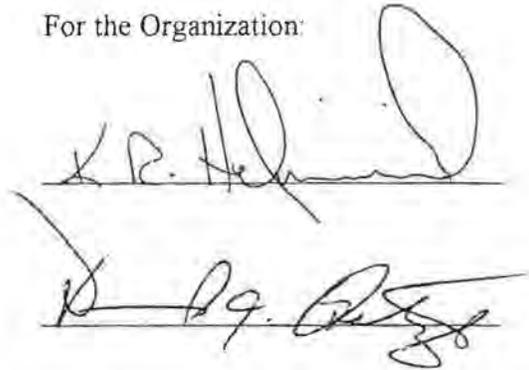
Dated this 19th day of April, 1999.

For the Employer:



Victor L. Zdravk

For the Organization:



K.P. Helms

**MEMORANDUM OF AGREEMENT
REGARDING
CORPORAL AND LEAD SUPERVISOR POSITIONS
IN
STEVENS POINT POLICE DEPARTMENT**

IT IS HEREBY AGREED by and between the City of Stevens Point/Stevens Point Police Department ("City") and the Stevens Point Police Officers Organization ("SPOOO") that the following changes to the Labor Agreement between the parties shall be made to implement the position of Corporal and the position of Lead Officer in the Stevens Point Police Department.

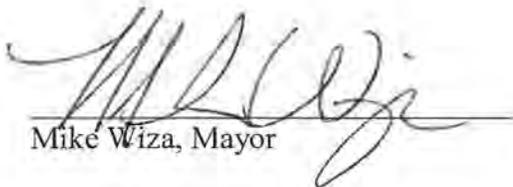
1. The City and SPOOO agree to the creation of a Corporal position in the Stevens Point Police Department and the assignment of Lead Officer in the Police Department for the purpose of modifying the management structure in the Department.
2. The position of Corporal is summarized as follows:
 - Supervisory position assigned to patrol, directly reporting to Patrol Sergeant. Primary assignments are to assist Patrol Sergeant, supervise in the absence of Sergeant and patrol function.
 - 1 Corporal assigned to each patrol shift.
 - Total of 4 positions.
 - \$1.20 (per hour) increase over 12 yrs. Officer step (set by Agreement).
3. The assignment of Lead Officer shall be summarized as follows:
 - Supervisory position assigned to patrol, directly reporting to Patrol Sergeant. Primary assignment is one of patrol function, with limited supervisory role to fill vacancy of Shift Sergeant and/or Corporal as needed.
 - 1 Lead Officer assigned to each patrol shift.
 - 1 Lead Officer assigned to Investigative Bureau.
 - Total of 5 positions.
 - \$0.55 (per hour) increase over current officer rate of pay (set by Agreement).

4. The parties agree to delete Article 36 – Reserve Shift Supervisor language from the current Labor Agreement.
5. The parties agree to add the Corporal/Lead Officer language to Lexipol Policy 1004 regarding Promotions.
6. The parties agree that this revised structure of Supervisors within the Police Department shall be implemented pursuant to an agreed upon schedule between the Police Chief and SPOOO. Selection of individuals to fill the Corporal position and the Lead Officer assignment shall be made based upon current promotional procedures.

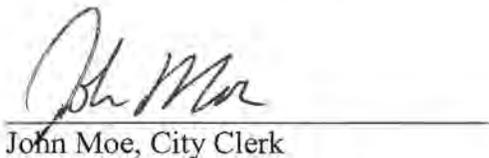
Dated this 10th day of ~~July~~
Aug, 2015.

CITY OF STEVENS POINT

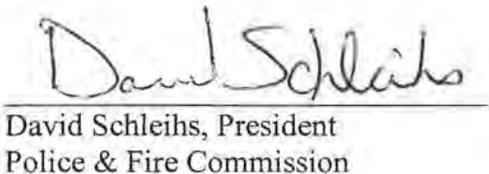
STEVENS POINT POLICE
OFFICERS ORGANIZATION


Mike Wiza, Mayor


Brian Brooks, President


John Moe, City Clerk


Steve Spahn, Vice President


David Schlehs, President
Police & Fire Commission