

***AGREEMENT***

**BETWEEN**

***CITY OF MEQUON***

**AND**

***MEQUON POLICE ASSOCIATION, INC.***

**Effective Date: January 1, 2015**

**Expiration Date: December 31, 2016**

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1 AGREEMENT

2 THIS AGREEMENT is made and entered into by and between the CITY OF MEQUON,  
3 hereinafter referred to as the "Employer," and the MEQUON POLICE ASSOCIATION, INC.,  
4 hereinafter referred to as the "Association," on behalf of and covering only the full-time  
5 employees of the Employer's Police Department employed in the classifications of Sergeant,  
6 Detective, and Patrolman, hereinafter referred to as "Employees."

7 ARTICLE I - PURPOSE

8 Section 1.01: It is the purpose of this Agreement and the desire of both parties to this  
9 Agreement to reach an amicable understanding with respect to the employer-employee  
10 relationship which exists between them, to enter into a complete agreement covering rates of  
11 pay, hours of work and conditions of employment, to allow the Employer to operate and manage  
12 its affairs as efficiently as possible, and to implement the provisions of Section 111.70,  
13 Wisconsin Statutes.

14 ARTICLE II - RECOGNITION

15 Section 2.01: The Employer agrees to recognize the Association as the exclusive  
16 bargaining agent for the regular full-time employees of the Mequon Police Department employed  
17 in the classifications of Sergeant, Detective and Patrolman, excluding supervisory employees and  
18 all other employees in the City of Mequon, for the purposes of conferences and negotiations with  
19 the Employer or its lawful authorized representatives on questions of wages, hours and  
20 conditions of employment.

21 ARTICLE III - NEGOTIATIONS

22 Section 3.01: Either party may select for itself a negotiator or negotiators for the  
23 purposes of carrying on conferences and negotiations under the provisions of Section 111.70,  
24 Wisconsin Statutes. The parties shall advise each other of the names of their negotiators.

25 ARTICLE IV - MANAGEMENT RIGHTS

26 Section 4.01: The Association recognizes the prerogatives of the Employer, the Police  
27 Chief and the Board of Police and Fire Commissioners to operate and manage their affairs in all

1 respects in accordance with their responsibility and in the manner provided by law, and the  
2 powers or authority which the Employer, the Police Chief and the Board of Police and Fire  
3 Commissioners have not specifically abridged, delegated or modified by other provisions of this  
4 Agreement are retained exclusively by the Employer, the Police Chief and the Board of Police  
5 and Fire Commissioners. Such powers and authority, in general, include, but are not limited to  
6 the following:

- 7 1. To determine its general business practices and policies and to utilize personnel,  
8 methods and means in the most appropriate and efficient manner as is possible.
- 9 2. To manage and direct the employees of the Employer, to make assignments of  
10 jobs, to determine the size and composition of the work force, to determine the  
11 work to be performed by the work force and each employee, and to determine the  
12 competence and the qualifications of the employees.
- 13 3. To determine the method and means by which the operations of the Employer are  
14 to be conducted.
- 15 4. To utilize temporary, provisional, part-time or seasonal employees when deemed  
16 necessary.
- 17 5. To hire and promote employees, to transfer employees within the department, and  
18 to make promotions to supervisory positions in the manner most advantageous to  
19 the Employer.
- 20 6. To lay off employees.
- 21 7. To discipline, suspend, demote and discharge employees for just cause.
- 22 8. To establish or alter the number of shifts, hours of work, work schedules, methods  
23 and processes.
- 24 9. To schedule overtime work when required in the manner most advantageous to  
25 the Employer.
- 26 10. To create new positions or departments, to introduce new or improved operations  
27 or work practices, to terminate or modify existing positions, departments,  
28 operations or work practices, and to consolidate existing positions, departments or  
29 operations.
- 30 11. To make and alter rules and regulations for the conduct of its business and of its  
31 employees.



1 treasurer, and alternate) during an Association meeting, provided at least three (3) other  
2 uniformed Association members are on duty.

3 The Association may have two (2) annual meetings plus no more than two (2) special  
4 meetings during each calendar year. Permission to have additional meetings under the terms of  
5 this section shall be at the discretion of the Chief of Police.

6 Meeting dates and times shall be mutually agreed upon by the Association and the Chief  
7 of Police not less than thirty (30) days in advance of the meeting date and the Chief shall not  
8 unreasonably withhold his agreement. The Chief may waive the thirty (30) day notice  
9 requirement.

10 **Section 6.03 - Bulletin Boards:** The City agrees to provide bulletin board space for the  
11 Union's use. The bulletin boards are to be used by the Union for notices only of the following:  
12 Union meetings, Union elections, Union appointments, Union recreational and social events,  
13 unemployment compensation information and other official Union business.

14 Upon written demand from the City, the Union shall promptly remove from such bulletin  
15 boards, any material which is libelous, scurrilous, or in any way detrimental to the labor-  
16 management relationship. The bulletin board is not to be used for endorsement of political  
17 candidates or other public election issues. The City will retain ownership of the bulletin boards.  
18 In the event the Union fails to remove materials in violation of this section, the City reserves the  
19 right to remove said material and/or the bulletin board upon which such material is posted.

20 **Section 6.04:** Up to two (2) members of the Association Bargaining Committee shall be  
21 allowed to attend collective bargaining meetings while on duty without any loss of pay or  
22 benefits subject to being called for an emergency.

23 **ARTICLE VII - FITNESS INCENTIVE**

24 **Section 7.01:** The City shall reimburse the Mequon Police Association Inc. up to five  
25 hundred dollars (\$500.00) per year for fitness room and equipment maintenance between the  
26 15th and 31st of December based upon certified receipts presented to the City prior to December  
27 1. Any money from the annual allotment that is not expended during the calendar year shall carry  
28 over into the next calendar year, provided that at no time will the total accrued amount exceed  
29 the maximum five (5) years allotment or two thousand five hundred dollars (\$2,500).

1 **ARTICLE VIII - WAGES**

2 **Section 8.01:** The salaries of employees covered by this Agreement shall be as provided  
3 in Appendix "A" attached hereto and made a part of this Agreement.

4 **Section 8.02:** Patrol Officers shall move in classification from the minimum (first step)  
5 in the pay range to the top step (3rd step for Detective and Sergeant) in annual increments on the  
6 anniversary date of appointment, promotion or reclassification.

7 **Section 8.03:** Salaries shall be paid biweekly. The City shall offer a direct deposit of  
8 paychecks to a local area bank.

9 **Section 8.04:** The Employer reserves the right to make corrections of errors to the salary  
10 ordinances if any are found.

11 **Section 8.05:** The Employer reserves the right to make changes in the salary ordinance  
12 to reflect classification changes, but said changes shall not reduce the salary of current  
13 incumbents of the classification. These changes shall not be subject to arbitration under any  
14 established grievance procedure.

15 **Section 8.06:** Field training officers or if none are available, the officer that is assigned  
16 by the shift supervisor shall receive one (1) hour of compensatory time off or one (1) hour of  
17 pay, at the employee's option for any eight (8) hour shift during which time a certified field  
18 training officer is acting in that capacity for at least four (4) hours. After successful completion  
19 of one full step of training (1 step is = to 3-4 weeks), the Field Training Officer receives eight (8)  
20 hours of straight compensatory time. Only certified field training officers shall be used for the  
21 purpose of training new officers except that if none is available on the shift involved, the City  
22 reserves the right to assign an individual to field training officer responsibilities. The City shall  
23 diligently strive to have sufficient certified field training officers on each shift. Participation as a  
24 field training officer is voluntary.

25 Posting of field training officer educational opportunities shall be done in advance of the  
26 dates of the offered courses. When a field training officer position is open, the position shall be  
27 posted in the same manner as are promotions or special assignments. Any officer who has  
28 completed three (3) years with the Mequon Police Department shall be eligible to apply for a  
29 field training officer position or an individual hired from another department that is certified as a  
30 field training officer by the State of Wisconsin and has completed the initial probationary period  
31 with Mequon Police Department.

1           **Section 8.07:** Employees shall receive a temporary upgrade in pay retroactive to the first  
2 day when an employee is acting in a position of higher rank commencing on the fourth (4th)  
3 consecutive work day for a position within the bargaining unit or on the sixth (6th) consecutive  
4 work day for a position outside of the bargaining unit. The rate of pay shall be at the lowest step  
5 of the pay range. There shall be no overtime/out-of-shift pay obligation for this individual.  
6 Temporary assignments for an employee who is acting in the position of higher rank shall not  
7 exceed sixty (60) consecutive work days unless this period is extended by mutual agreement  
8 between the Association and the City. This individual is only eligible for a temporary  
9 assignment of a higher rank after he/she has successfully completed the one (1) year probation.

10           The Department may, at its discretion, create and fill a detective training position in  
11 addition to the regular detective positions. The candidate for the detective training position will  
12 be selected by the Chief of Police. The length of the appointment to the detective training  
13 position may vary, and will be determined within the sole discretion of the Chief of Police, but  
14 no single assignment will exceed twenty-four (24) consecutive months; however, within the sole  
15 discretion of the Chief of Police, the appointment may be extended for up to an additional twelve  
16 (12) months beyond the twenty-four (24) consecutive months maximum. Upon being returned to  
17 his/her patrol officer position, the person will be paid at the rate of pay in effect for this position  
18 at the time of return. During the time that the person is in the detective training assignment, the  
19 employee's rate of pay will be the rate of pay at Step 1 of the salary schedule for the position of  
20 detective (sergeant/detective). Upon completion of the assignment in the detective training  
21 position, the employee will return to the police officer position he/she held immediately prior to  
22 beginning the detective training assignment including shift assignment and will be paid at the  
23 rate of pay currently in effect for that police officer position.

24           In the event the assignment is ended before twenty-four (24) months have lapsed by  
25 either the incumbent or the Department, two (2) weeks notice will be given by the party initiating  
26 the change.

27           **Section 8.08 - Acting Shift Supervisor Pay:** Whenever an employee is required to  
28 supervise a shift as determined by a Supervisor for each two hour period, the employee shall be  
29 entitled to fifteen (15) minutes of compensatory time off at straight time or fifteen (15) minutes  
30 in cash at straight time at the employee's option.







1 orders which state where, when and how long the duty assignment is within twenty four (24)  
2 hours after the orders are received. Denial of such leave is grievable.

3 **ARTICLE XIII - LONGEVITY**

4 **Section 13.01 -Longevity Pay:** The Employer shall compensate employees for longevity  
5 on the basis of thirty dollars (\$30.00) per year for each year of service, commencing with the  
6 completion of two (2) years of service, with a maximum of thirty (30) years being so  
7 compensated. Such payment shall be made on the first pay period in December to each  
8 employee.

9 **ARTICLE XIV - LIFE INSURANCE**

10 **Section 14.01:** Eligible employees shall be covered by the group life insurance plan for  
11 Public Employers established under Section 40.20, Wisconsin Statutes. The City shall pay the  
12 full premium for such insurance for regular employees. Eligibility requirements and benefits  
13 shall be as provided by Statutes and the rules and regulations established by the Group Insurance  
14 Board of the State of Wisconsin. The City of Mequon shall pay monthly Life Insurance  
15 premiums as stated above.

16 **ARTICLE XV - HEALTH INSURANCE**

17 **Section 15.01:**

18 a) The Employer agrees to maintain a Group Health Insurance contract to provide  
19 protection for the Employer's regular, full-time employees and eligible  
20 dependents. The Group Health Insurance program will be comparable to the  
21 coverage in effect on January 1, 1995, or substantially equivalent coverage,  
22 during the term of this Agreement. As soon as administratively possible, change  
23 to the State of Wisconsin's alternative Health Insurance Plan that includes the  
24 following employee deductible: \$500.00 single plan and \$1,000 family plan. The  
25 City has the right to change carriers or to self-insure or to alter the benefit  
26 structure if substantially equivalent coverage is maintained. The cost of health  
27 insurance replacement will not be used as an excuse for saying an alternative

1 carrier is not available. Upon retirement, the employee will be permitted to  
2 participate in any of the City's health insurance programs offered to active  
3 employees, subject to the employee paying the full cost of insurance.

4 b) The HMO Coverage shall be the same as the conventional group health insurance  
5 when member providers are used.

6 c) The City may enter into health contracts with carriers selected by the City.

7 d) Coverage provided by the contracts is contained in the Group Health Booklet  
8 published by the carriers, which will be distributed to covered employees.

9 e) While participating in the State of Wisconsin Group Health Plan, it is understood  
10 that the Group Health master contract controls coverage limits and the carrier has  
11 final control on eligible benefits.

12 f) Increases in the cost of such coverage shall be reviewed annually by the Common  
13 Council. The City of Mequon shall pay monthly health insurance premiums as  
14 stated above for the entire term of this agreement or until a new agreement is  
15 negotiated to replace this one.

16 g) Coverage under the City's Health Program shall only be available until the  
17 employee and/or spouse become eligible for Medicare.

18 h) Those employees selecting conventional coverage shall be eligible for City  
19 reimbursement for any qualified out-of-pocket costs in excess of fourteen hundred  
20 dollars (\$1,400) for the family plan or seven hundred dollars (\$700) for the single  
21 plan. The City shall, at the end of each plan year, upon presentation of necessary  
22 documentation from the employee, reimburse said employee for qualified excess  
23 out-of-pocket expenses not to exceed nine hundred dollars (\$900) for the family  
24 plan or four hundred dollars (\$400) for the single plan. Such payments shall be  
25 made within thirty (30) calendar days of submission.

26 i) It shall be the employee's responsibility to notify the City of any change in status  
27 for health insurance coverage. This shall include, but not be limited to, changing  
28 from family to single coverage. Such notification shall take place within thirty  
29 (30) days of change in status. Failure to notify the City shall result in the  
30 employee assuming responsibility for the additional cost until corrected. No

1 employee shall make any claim against the City for additional compensation in  
2 lieu of or in addition to the City's contribution.

3 **Section 15.02:** Subject to the City's rights in Section 15.01(a), effective January 1, 2012,  
4 the employee will pay nine percent (9%) of the premium for the plan selected by the employee in  
5 the State health Plan and effective January 1, 2013, the employee will pay twelve percent (12%)  
6 of the premium for the plan selected by the employee in the State Health Plan.

7 Effective 1/01/07, the City shall establish a Flexible Spending Account (FSA) program  
8 that will allow employees to contribute to this account for eligible expenses on a pre-tax basis.

### 9 **ARTICLE XVI - DENTAL INSURANCE**

10 **Section 16.01:** The Employer agrees to maintain the group Dental Insurance coverage in  
11 effect on March 1, 1993, or substantially equivalent coverage if available, during the term of this  
12 Agreement. The City has the right to change carriers or to self-insure or alter the benefit  
13 structure, provided the employees are informed, and, if available, substantially equivalent  
14 coverage will be maintained. The cost of dental insurance replacement will not be used as an  
15 excuse for saying an alternative carrier is not available. The Employer shall contribute seventy  
16 five percent (75%) of the single and family monthly premium with the employee paying twenty-  
17 five percent (25%) by payroll deduction.

### 18 **ARTICLE XVII - SICK LEAVE**

#### 19 **Section 17.01:**

- 20 a) Every full-time employee shall be granted sick leave with full pay accruing at the  
21 rate of one (1) working day per each month of service and shall be granted one (1)  
22 additional day of sick leave accumulation for each half year that an employee  
23 does not take or use sick leave for any reason. The one-half (1/2) year spans  
24 would be January 1 through June 30 and July 1 through December 31. In the  
25 determination of the total sick leave accrual, an employee shall be considered to  
26 have worked on any days for which he received compensation such as sick leave,  
27 funeral leave, injury leave, holiday pay or vacation pay. The unused balance of  
28 sick leave allowance shall be accumulated to the employee's credit provided that

1 the balance of the credit to the employee as of December 1 of each year shall not  
2 exceed one hundred eighty (180) working days.

3 b) An employee who has accumulated more than the allowable days of unused sick  
4 leave as of the last day of the last payroll period of November will be paid twenty  
5 dollars (\$20.00) for each unused sick day above said one hundred and eighty  
6 (180) day limit. This payment is to be issued along with the longevity payment.

7 c) Upon retirement of an employee, the City will pay one (1) month's premium for  
8 either an HMO or Group Health Insurance Family Plan whichever is less for each  
9 ten (10) days of accumulated sick leave at the time of retirement, subject to the  
10 maximum Employer payment conditions established in Article XV. The City will  
11 deduct the cost of the employee's contribution from their final paycheck. In the  
12 event of the death of an employee, the City will pay one (1) month's premium for  
13 Group Health Insurance or HMO whichever is less of the employee's  
14 spouse/family for each ten (10) days of unused accumulated sick leave at the  
15 time of death. As an optional method of receiving unused accumulated sick  
16 leave, under this paragraph the employee, upon or after his/her retirement, or  
17 his/her spouse, upon or after the employee's death, will receive upon his/her  
18 request a cash payment based upon the following formula: fifty percent (50%) of  
19 their cost to the City at the time the option is exercised of the monthly HMO or  
20 Health Insurance premium whichever is less multiplied by one-tenth (1/10) of the  
21 number of unused accumulated sick days.

22 **Section 17.02:** It is the policy of the City to provide certain salary continuation benefits  
23 for regular full-time employees for reasonable amounts of unavoidable absences for injury or  
24 illness. Pay continuation benefits as outlined in this policy are contingent upon actual illness or  
25 injury. Sick leave is to be used under the following circumstances: when an employee is sick and  
26 therefore unable to perform his/her job duties; when an employee needs to attend a medical  
27 appointment for himself/herself that cannot be scheduled outside of their normal work hours;  
28 when an employee declines a modified duty alternative assignment under workers' compensation  
29 because they feel they are unable to perform the modified duty assignment; and one day per  
30 occurrence is permitted when an employee needs to care for a sick family member (spouse,

1 child, or parents of employee) or to take them to a medical appointment that cannot be scheduled  
2 outside of normal work hours. This section is not applicable to a leave of absence governed by  
3 the federal and state Family and Medical Leave Act.

4 **Section 17.03:** Sick leave with pay may be permitted without requiring the employee to  
5 submit a doctor's certificate provided that the Police Chief has other satisfactory evidence of  
6 bona fide illness. When leave extends beyond three (3) consecutive days, a statement from the  
7 attending physician or other qualifying professional physician or nurse, certifying to the nature  
8 and seriousness of the sickness shall be furnished to the Police Chief.

9 **Section 17.04:** Eligibility for sick leave allowance shall be given at the completion of six  
10 (6) months actual service following date of hire, but accumulated credits shall be retroactive to  
11 the date of hire.

12 **Section 17.05 – Workers' Compensation:** A full-time employee sustaining an injury or  
13 illness within the scope of his/her employment with the City as provided by Chapter 102 of the  
14 Wisconsin Statutes after the effective date of this provision and who is eligible to receive  
15 Workers' Compensation payments for temporary partial disability or temporary total disability  
16 shall be eligible for payment by the City of the difference between the Workers' Compensation  
17 payment received by the employee and the employee's regular straight-time net take-home pay  
18 as supplemental temporary income. Such payment will be made either through the salary  
19 continuation plan set forth in Section 17.07 or by the City directly. The supplemental temporary  
20 income paid by the City will continue until such time as the employee reaches MMI (maximum  
21 medical improvement), or the employee is able to perform his/her regular duties or such other  
22 temporary tasks available within the framework of the Police Department functions, or one (1)  
23 calendar year has passed since the date of the injury, whichever comes first. Any employee  
24 receiving a check for workers' compensation benefits shall immediately provide the City Finance  
25 Director with a true and correct copy of the workers' compensation check(s) and any LTD  
26 checks. The employee's next regularly scheduled payroll check will be an amount that is the  
27 difference between the Workers' Compensation check and the employee's regular straight time  
28 net take-home pay not counting voluntary deductions. During the period the employee is  
29 receiving supplemental temporary income under this provision, there shall be no deductions from  
30 the employee's earned sick leave, provided however, that an employee who is still on workers'

1 compensation after the above-referenced one (1) year time frame may use sick leave at his/her  
2 option to make up the difference between the workers' compensation and LTD payment received  
3 by the employee and the employee's regular straight time net take-home pay. When the City  
4 shall have made any such payment and the employee makes claim for damages against any third  
5 party and/or such third party's insurer, the City shall be entitled to receive from any damage  
6 recovery by such employee, reimbursement for any supplemental temporary income paid under  
7 this provision.

8 **Section 17.06:** Employees shall be covered by Long Term Disability Insurance under the  
9 plan adopted by the employer. Coverage provided by the contract is contained in a certificate  
10 published by the carrier, which will be distributed to covered employees. Briefly, the coverage  
11 will include: A monthly benefit of sixty percent (60%) of monthly salary, not to exceed five  
12 thousand dollars (\$5,000), coordinated with payments from Workers' Compensation or Social  
13 Security, employees will be eligible for this coverage on the first of the month following thirty  
14 (30) days of service, there is waiting period of ninety (90) consecutive calendar days or, for non-  
15 occupational illness/injury leave provided for in Article XVII of this Agreement, whichever is  
16 later; and benefits are payable for up to two (2) years due to sickness and up to age sixty-five  
17 (65) for accidental disabilities. A three-month (3) survivor benefit, which is an amount equal to  
18 three (3) non-integrated monthly benefit payments, is paid in a lump sum to the covered  
19 employee's spouse, children or parents, respectively. The Employer shall pay one hundred  
20 percent (100%) of the premium for such insurance. The elimination period for employees on  
21 workers' compensation is ninety (90) consecutive days from the date of the injury. The  
22 elimination period for employees who incur a non-work related injury is the latter of ninety (90)  
23 days or until all but ten (10) sick days remain in the employee's accrued sick leave account.

24 **Section 17.07:** Family and medical leave shall be governed by applicable state and  
25 federal laws, as interpreted by state and federal courts and agencies.

26 **Section 17.08:** Sick leave may be donated, one (1) employee to another, in all City  
27 department subject to a maximum of forty-eight (48) hours per calendar year of donation by any  
28 officer. Donations shall be not less than one (1) hour and shall not be recoverable by the  
29 donating officer.

1           **Section 17.09:** An employee whose application for Workers' Compensation benefits has  
2 been denied and who is appealing the denial of Workers' Compensation benefits to the State of  
3 Wisconsin may request to receive his/her regular straight-time net take home pay as  
4 supplemental temporary income from the City under the following conditions.

5           1.     Prior to being eligible to receive the supplemental temporary income the  
6 employee must apply for Long-term Disability Insurance benefits according to the  
7 City's plan. In addition, the employee must use all his/her accrued sick leave  
8 consistent with the requirements of Section 17.07.

9           2.     Prior to being eligible for the supplemental temporary income the employee must  
10 execute a promissory note agreeing to repay the City the total amount of any  
11 supplemental temporary income received by the employee should the employee  
12 be unsuccessful in his/her appeal of the denial of workers' compensation benefits.  
13 The promissory note will be secured by the employee's benefits provided in  
14 Article XXIII of the collective bargaining agreement and if necessary by other  
15 property designated by the employee or with donated time by other members of  
16 the bargaining unit. The employee will also agree to and authorize repayment of  
17 the supplemental temporary income by means of automatic payroll deduction not  
18 to exceed twenty percent (20%) of the employee's biweekly base pay from any  
19 wages paid by the City to the employee should the employee return to work for  
20 the City at any time after the denial of benefits is final.

21          3.     The supplemental temporary income payment to the employee will continue for  
22 up to ninety (90) days from the date of injury or until one of the following events,  
23 whichever occurs first:

- 24           a)     the employee is eligible for Long Term Disability;
- 25           b)     the appeal of the denial of benefits is decided by the State of Wisconsin,  
26                 Workers' Compensation Appeal division;
- 27           c)     the employee has reached maximum medical improvement (MMI);
- 28           d)     the employee is able to return to perform his/her regular duties;
- 29           e)     the employee is able to perform other temporary tasks available within the  
30 framework of the Police Departments' functions.

f) the employee receives a disability retirement.

**ARTICLE XVIII - VACATIONS**

**Section 18.01:** Employees shall be granted vacation with pay as follows:

- a) Twelve (12) workdays after one (1) year of service;
- b) Seventeen (17) workdays after seven (7) years of service;
- c) Twenty-two (22) workdays after thirteen (13) years of service;
- d) Twenty-seven (27) workdays after twenty (20) years of service;
- e) Thirty (30) workdays after twenty-five (25) years of service.

**Section 18.02:** Vacation schedules, including the number of persons allowed to be off at one time, shall be adopted by the Police Chief. Employees shall submit their choice of vacation periods to the Police Chief and in case of conflicts; seniority shall govern, provided the needs of the Police Department are met.

**Section 18.03:** Vacations not taken by the end of the year shall be deemed lost. In the event the employee cannot take his/her full vacation by the end of the year because of circumstances caused by the Employer, such unused vacation shall be taken in January of the following year.

**Section 18.04:** Notice of resignation must be given to the City at least fourteen (14) calendar days prior to the date of the resignation. Failure to provide a fourteen (14) calendar day notice of resignation may result in termination of any payoff other than salary.

**ARTICLE XIX - HOLIDAYS**

**Section 19.01:** Full time employees shall have the option of taking holiday pay in cash or time off. Each employee shall have eighty (80) hours of holiday pay at the beginning of each year.

New Year's Day	Friday before Easter
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	December 24th
Christmas Day	December 31 <sup>st</sup>

1 Those employees who wish to take part or all of the hours in time off shall have prior  
2 approval by the Chief of Police or his designee prior to taking the time off. Those hours, which  
3 have not been taken off or have not been approved to be taken off as of the last day of the last  
4 payroll period of November shall be paid on the first pay period in December. Any hours which  
5 have been approved to be taken off after November 15<sup>th</sup> and subsequently, for any reason, are  
6 not taken off shall be paid on the next pay period in the new year at the previous year's rates.

7 **Section 19.02:** During the calendar year, each employee who has completed one year (12  
8 months) of continuous service will be entitled to two (2) personal days off with pay, subject to  
9 prior reasonable notification to, and approval by, the Police Chief or his designee of the days  
10 selected by the employee. If the personal days are not used by December 31, they will be lost.

11 **Section 19.03:** For the purpose of termination for any reason, an employee who has  
12 utilized holiday pay which exceeds the earning formula (holiday pay accrues at .833 days per full  
13 month) shall be required to reimburse the City for all holiday time used that was not earned.  
14 Holiday payments for new employees shall be prorated based on the earning formula set forth  
15 above and made available to a new employee after one (1) full month of employment.

#### 16 **ARTICLE XX - UNIFORM ALLOWANCE**

17 **Section 20.01:** All employees covered by this contract and employed by the Mequon  
18 Police Department a minimum of twelve (12) months prior to the first pay period in December,  
19 shall receive an annual uniform allowance of six hundred twenty five dollars (\$625.00), less all  
20 applicable state and federal withholding taxes. Such payment is to be made on the first pay  
21 period in December. A new employee shall be eligible for a prorated uniform allowance based  
22 on the number of full months from the employee's date of hire to the following December 1<sup>st</sup>.

23 **Section 20.02:** Officers, upon hire, shall be issued the following uniform items which  
24 shall remain the property of the Mequon Police Department: Pants, two (2) pair; long sleeve  
25 shirts (2); short sleeve shirts (2); uniform belt (1); shoes, (1) pair (oxford style); ties (2); uniform  
26 jacket (1); rain coat (1); summer hat (1); winter hat (1); name plate (1).

27 **Section 20.03:** The purchase, use, wearing and maintenance of uniforms shall be subject  
28 to the rules and regulations established by the Police Chief.

1           **Section 20.04:** The City shall pay the total cost of any new items that are required as a  
2 result of changes in the uniform, if such uniform changes are mandated by the City. The  
3 Employer shall repair or replace uniform components damaged in the line of duty according to  
4 the following schedule:

<u>Shirts/Slacks</u>		<u>Jackets</u>	
1 year or less	100%	2 years or less	100%
2 years or less	75%	4 years or less	80%
3 years or less	50%	6 years or less	60%
4 years or less	25%	8 years or less	40%
More than 4 years	-0-	10 years or less	20%
		More than 10 years	-0-

12           **Section 20.05:** The City shall repair or replace eye wear damaged in the line of duty up  
13 to a limit of one hundred seventy five dollars (\$175.00) per incident, provided the original  
14 eyewear are of shatterproof materials and the employee submits receipt for a repair or  
15 replacement cost.

16           The City shall repair or replace wristwatches damaged in the line of duty up to a limit of  
17 fifty dollars (\$50.00) per incident, provided the employee submits a receipt for the repair or  
18 replacement cost.

#### **ARTICLE XXI - FUNERAL LEAVE**

20           **Section 21.01:** Regular, full-time employees shall receive emergency leave with pay in  
21 case of death in the immediate family which is defined as husband, wife, child, brother, sister,  
22 parent, grandparent, grandchild, stepfather, stepmother, mother-in-law, father-in-law, brother-in-  
23 law or sister-in-law of an employee or their spouse. Such persons need not reside with the  
24 employee to come within such classification. This emergency leave shall be for three (3) days  
25 not to exceed one (1) day after burial and/or the funeral service.

26           Regular, full-time employees shall receive one (1) day of paid funeral leave in the event  
27 of the death of an aunt or uncle of either the employee or employee's spouse. Funeral leave is  
28 not to be charged to sick leave.



1 rate of pay is to be determined by the employee's current hourly base rate or the highest hourly  
2 base rate during the three (3) years preceding the date of death, whichever is greater.

3 **Section 23.04:** This plan is in addition to the employee's present pension plan provided  
4 for in Article XXII of this Agreement.

#### 5 **ARTICLE XXIV - EDUCATIONAL INCENTIVE PROGRAM**

6 **Section 24.01:** Regular full-time officers who have completed the one (1) year  
7 probationary period are eligible to participate in this program.

8 **Section 24.02:** The Police Chief, shall have authority to establish rules and regulations  
9 governing, and to approve courses and seminars for eligibility for reimbursement under this  
10 program, provided, however, that any courses approved must be job-related or must be part of  
11 the required curriculum leading to a job-related degree, and offered by an accredited college,  
12 university, business or vocational school, that any seminars approved must be job-related and  
13 offered by an accredited school or reputable organization, and that an employee has made  
14 application for and received approval for such course or seminar on forms provided by the  
15 department prior to commencing such course or seminar.

16 **Section 24.03:** Time spent in preparation for classes, and attendance of classes, shall be  
17 off time not compensated for by the City.

18 **Section 24.04:** Employees who attend classes approved by the Chief of Police shall be  
19 reimbursed for books and tuition based on the University of Wisconsin, Milwaukee rates,  
20 provided that the employee receives a grade of C or better. If an employee receives a grade of A  
21 or B, the employee shall be reimbursed one hundred percent (100%). If the employee receives a  
22 grade of C, the employee shall be reimbursed at the rate of fifty percent (50%). There shall be  
23 no cap on the amount the employer will pay under this provision. This section applies to all  
24 courses approved by the Police Chief for an Associate, Bachelors or Masters Degree.

#### 25 **ARTICLE XXV - SENIORITY**

26 **Section 25.01:** Seniority pertaining to layoff and recall shall be determined by the  
27 employee's length of service as a full-time Police Officer in the department. Starting date of  
28 employment under this Article, for the purpose of determining seniority, shall mean date of

1 original hire in the Mequon Police Department and shall determine an employee's seniority date.  
2 Employees having the same starting date shall have their seniority status determined by the grade  
3 achieved in training school. Seniority pertaining to shift assignments, selection of vacation  
4 schedules, and all other purposes, except lay off and recall, shall be based on the employee's  
5 total length of service in their current position (time in grade).

6 Time lost because of occupational illness or injury, and time spent in the Armed Forces  
7 on approved military leaves of absence shall be included.

8 Employees returning from a promotion within the department to retain all departmental  
9 seniority, including time in the promotion position.

10 **Section 25.02:** An employee shall be appointed to his/her position for a probationary  
11 period of one (1) year. If the appointment is original, the probationary employee may be  
12 discharged at any time during his/her probationary period at the discretion of the Police Chief  
13 without further appeal. If the appointment is promotional, the probationary employee may be  
14 demoted at any time during his/her probationary period at the discretion of the Police Chief  
15 without further appeal. The original probationary period provided for in this section may be  
16 extended for good reason at the sole discretion of the Police Chief and without further appeal, for  
17 up to an additional three (3) months, upon written notification by the Chief to the employee  
18 listing the reasons for the extension. This extension shall not apply to any probationary periods  
19 involving any promotions.

20 **Section 25.03:** In the event of a layoff of employees covered by this Agreement, the  
21 order of layoff shall be inversely related to length of service, i.e., the last person hired shall be  
22 the first person laid off. An employee shall not accumulate seniority while on layoff.

23 **Section 25.04:** In the event of a recall to work, the order of return shall be directly  
24 related to length of service, i.e., the last person laid off shall be the first person returned to work.

25 **Section 25.05:** An employee shall forfeit his/her seniority rights only for the following  
26 reasons:

- 27 a) Resignation.
- 28 b) Dismissal with no reinstatement.
- 29 c) Retirement.
- 30 d) Unreasonable unexcused absence.

1 e) Unreasonable failure to return to work on time following an approved leave of  
2 absence.

3 f) On layoff for a period of two consecutive years.

4 g) Unreasonable failure to return to work on time following recall from layoff.

5 **Section 25.06:** In the event it becomes necessary or requested, an up-to-date seniority list  
6 showing names and length of service shall be provided for inspection by members of the  
7 department.

8 **Section 25.07:** Subject to the terms of this Article, shift assignments shall be made on  
9 the basis of seniority (time in grade) preference. There shall be a total of four (4) regular shifts  
10 as follows: Late shift, day shift, early shift and swing shift.

11 Shift assignments shall be subject to the following:

12 a) Shift assignments in effect on the date of execution of this Agreement shall  
13 remain in effect, except as otherwise provided herein.

14 b) There shall be no rotation of shifts.

15 c) Whenever a vacancy occurs in a permanent position to one of the regular four  
16 shifts identified in Section 25.07 above, the vacant shift shall be posted for ten  
17 working days (Monday through Friday, excluding Saturday, Sundays and  
18 holidays) and shall be filled on a seniority basis by the most senior person who  
19 applies for the position. If no employee applies for the vacancy, the least senior  
20 officer shall be ordered to fill it. This does not apply to promotions.

21 d) There shall be no bumping of officers from shifts, subject to the following  
22 exception: A school liaison officer or special operations officer, upon  
23 reassignment to patrol duty, shall have the right to select his/her shift on the basis  
24 of seniority (time in grade), provided he/she has previously made application for  
25 his/her preference on a specific shift when an opening existed, and this opening  
26 was filled by an officer of lesser time in grade.

27 e) A shift reassignment may be made at the voluntary request of an officer, where, in  
28 the opinion of the Police Chief, such reassignment is in the best interests of the  
29 Police Department and/or the officer submitting the request. Vacancies resulting  
30 from such reassignment shall be filled on the basis of seniority preference.



1        Step 4. If the grievance is not satisfactorily settled at Step 3, the grievance may be  
2        submitted in writing to the Wisconsin Employment Relations Commission for the  
3        purpose of arbitration. Any decision issued by said Commission, within its jurisdiction,  
4        shall be final and binding on both parties.

5        **Section 26.02:** The arbitrator shall neither add to, detract from nor modify the language  
6        of this Agreement in arriving at a determination of any issue presented. It is the intent of this  
7        Section that both the Association and the City desire the arbitrator to expressly confine himself  
8        to the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to  
9        determine any other issue not so submitted to him or to submit observations or declarations of  
10       opinion which are not directly essential in reaching the determination.

11       **Section 26.03:** All expenses which may be involved in the arbitration proceeding shall  
12       be borne by the parties equally, except that for the expenses related to the calling of witnesses or  
13       the obtaining of depositions or any other similar expenses associated with such proceedings shall  
14       be borne by the party at whose request such witnesses or depositions are required.

15       **Section 26.04:** When a grievance is required to be in writing, it shall state the specific  
16       provision or provisions of the Agreement alleged to have been violated.

17       **Section 26.05:** All appeals of duly filed grievances not submitted by the grievant or  
18       his/her representative within the time limit specified, shall be termed abandoned grievances and  
19       as such, shall be considered as being resolved in favor of the Employer. This provision shall not  
20       apply to Step 1 of the grievance process. Also, if any City representative (Police Chief, City  
21       Administrator or their designees) fails to take action within the specified time limits, the  
22       grievance shall be deemed resolved in favor of the grievant, and the City shall within ten (10)  
23       working days of notice pursuant to this section cause to be implemented the relief requested.  
24       This section shall not apply to Step 1 of the grievance procedure. The parties may, by mutual  
25       agreement, extend the time limits to which this section applies.

26       **Section 26.06:** The Association agrees to furnish the City Administrator with an up-to-  
27       date list of the members and chairman of its Grievance Committee.

28       **Section 26.07:** Employees who are required to attend any of the meetings and/or  
29       hearings which may be required pursuant to this Article, shall be excused without loss of pay to  
30       attend such meetings and/or hearings, if such are scheduled during their regular working hours,

1 provided however, that only one (1) Association representative shall be so excused for any one  
2 meeting or hearing.

3 **Section 26.08:** Except as otherwise provided for herein, any and all attorney's fees  
4 which may result from proceedings had under this Article, shall be borne exclusively by the  
5 party incurring such expense. Either party may obtain the services of any attorney at any stage  
6 of the proceedings under this Article.

7 **Section 26.09:** No grievance shall be submitted or processed under this Agreement  
8 which relates to a period prior to the execution date of this Agreement. Any grievance pending  
9 prior to the execution date of this Agreement shall be governed by the terms and provisions of  
10 the preceding Agreement.

11 **Section 26.10:** A written reprimand from the Chief of Police may be grieved, but only  
12 through step three of the grievance process.

### 13 **ARTICLE XXVII - NO WAIVER OF RIGHTS**

14 **Section 27.01:** Neither party to this Agreement waives any rights possessed by it under  
15 State or Federal Laws, Regulations or Statutes, including Section 111.70, Wisconsin Statutes. It  
16 is intended by the provisions of this Agreement, that there be no abrogation or limitation of  
17 duties, obligations, or responsibilities of the Employer, the Board of Police and Fire  
18 Commissioners or the Police Chief which are now provided for either by State Statutes or charter  
19 ordinances of the City of Mequon. In the event of conflict between the provisions of this  
20 Agreement and such State Statutes or charter ordinances, the latter shall, in all cases, be  
21 applicable and shall prevail. General ordinances of the City of Mequon hereto related shall be in  
22 full force and effect except as expressly provided otherwise in this Agreement.

### 23 **ARTICLE XXVIII - NO STRIKE**

24 **Section 28.01:** The Association pledges itself to make every effort to maintain  
25 unimpaired the police service and protection of the community. It shall not cause, counsel or  
26 permit its members, or any of them individually, or in concert, to strike, slow down, disrupt,  
27 impede or otherwise impair the normal functions of the Department, or to refuse to perform any  
28 customarily assigned duties, including overtime, for the Employer, nor shall any employee  
29 participate in such prohibited activity. The occurrence of any such prohibited activity by the  
30 Association or employees shall be deemed illegal and violation of this Agreement shall render  
31 the Association and the employees subject to the penalties provided herein.



1 building, mileage reimbursement will be based on the distance from the employee's residence to  
2 the work site or the distance from the safety building to the work site, whichever is less.

3 **ARTICLE XXXII - FAIR SHARE / DUES DEDUCTION**

4 **Section 32.01:** This Agreement is made and entered into by and between the City of  
5 Mequon, hereinafter referred to as the "Employer", and the Mequon Police Association,  
6 hereinafter referred to as the "Association".

7 a) As the exclusive bargaining representative of employees in a collective bargaining  
8 unit comprised of the regular permanent full-time employees of the Mequon  
9 Police Department, but excluding clerical and professional employees,  
10 supervisory, managerial and confidential employees and all other employees of  
11 the City of Mequon, the Association will represent all such employees, members  
12 and non-members, fairly and equally, and the employees in the unit will be  
13 required to pay, as provided in this Agreement, their proportionate share of the  
14 cost of the collective bargaining process and contract administration measured by  
15 the amount of dues uniformly required of all members. No employee shall be  
16 required to join the Association, but membership in the Association shall be made  
17 available to all employees who apply consistent with the Association constitution  
18 and employees who apply consistent with the Association constitution and by-  
19 laws. No employee shall be denied Association membership because of any  
20 protected category covered under state or federal law.

21 b) The Employer agrees it will deduct from the earnings of all the employees in the  
22 above described collective bargaining unit an amount equal to the monthly dues  
23 certified by the Association as the current dues uniformly required of all  
24 members. The Employer also agrees that with respect to all new employees  
25 included in the above collective bargaining unit it will make such deduction  
26 commencing with the second month following the month in which such new  
27 employee is hired and such deduction shall continue thereafter during the life of  
28 this Agreement. The deduction for such new employees will be made as provided  
29 above without any requirement that such new employees sign a fair share  
30 authorization agreement. The Employer shall pay the amounts deducted under this  
31 paragraph to the Treasurer of the Association on or before the end of the month

1 following the month in which such deduction was made. Effective at date of  
2 signing.

- 3 c) Changes in the amounts required to be deducted pursuant to Paragraph (b) above  
4 shall be certified by the Association to the Employer thirty (30) days before the  
5 effective date of the change. In the event of any dues increase, the Association  
6 agrees to submit to the Employer a sworn statement that the increase is due to the  
7 increased cost of the bargaining process and administration of the contract.
- 8 d) The Employer shall not be required to submit any amounts to the Association  
9 under this Agreement for employees otherwise covered who are on layoff, leave  
10 of absence or other status in which they receive no pay for the pay period  
11 normally used by the Employer to make such deductions. The Employer will  
12 provide the Association with the list of employees from whom such deductions  
13 are made with each monthly remittance to the Association.
- 14 e) The Employer shall not be liable to the Association, employee or any party by  
15 reason of the requirements of this Agreement for the remittance or payment of  
16 any sum other than that constituting actual deductions made from employee  
17 wages earned. The Association shall defend, indemnify and save the Employer  
18 harmless against any and all claims, demands, suits, orders, judgments or other  
19 forms of liability that may arise out of or by reason of action taken or not taken by  
20 the Employer under this Agreement.
- 21 f) In the event of any dispute over the interpretation, application or enforcement of  
22 the terms of this Agreement, a grievance may be filed and processed under the  
23 Grievance Procedure.
- 24 g) In the event the Association violates any of the provisions of the No-Strike Article  
25 in the collective bargaining Agreement between the parties, this Agreement shall  
26 be immediately terminated.
- 27 h) In the event a labor organization other than the Association is recognized by the  
28 City, or is certified by the Wisconsin Employment Relations Commission, as the  
29 exclusive bargaining representative for all or any portion of the employees  
30 included in the collective bargaining unit referred to in Paragraph (a) above, this  
31 Agreement shall be immediately terminated.

1 i) The Association agrees to certify to the City only such fair share costs as are  
2 allowed by law, and further agrees to abide by the decisions of the Wisconsin  
3 Employment Relations Commission and/or courts of competent jurisdiction in  
4 this regard. The Association agrees to immediately inform the City of any  
5 reduction in the amount of such fair share costs in writing.

6 j) The Association shall provide employees who are not members of the Association  
7 with an internal mechanism within the Association which is consistent with the  
8 requirements of State and Federal law and which will allow those employees to  
9 challenge the fair share amounts certified by the Association as the cost of  
10 representation and receive, where appropriate, a rebate of any monies to which  
11 they are entitled. To the extent required by State or Federal law, the union will  
12 place in an interest bearing escrow account any disputed fair share amounts.

13 **Section 32.02 - Dues Deduction:** The Employer agrees to deduct monthly dues from the  
14 pay of employees who individually sign voluntary checkoff authorization forms supplied by the  
15 Association which shall include the following statement:

16 I, the undersigned, hereby authorize the Employer to deduct Association dues from my  
17 wages each and every month and direct that such amount so deducted be sent to the  
18 Treasurer of the Association for and on my behalf. The authorization shall be irrevocable  
19 and shall automatically renew itself for successive years unless I give thirty (30) days  
20 written notice to the Employer and the Association of my desire to change the amount or  
21 revoke the dues deduction at the end of such thirty (30) day period or at the end of such  
22 year.

23  
24 NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
25 WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

26  
27 The Employer agrees to deduct the appropriate amount from each paycheck each month of each  
28 employee requesting such deduction following receipt of the above enumerated statement and  
29 shall remit the total of such deductions to the Treasurer of the Association within ten (10) days of  
30 the date such deductions were made with a list of the names that the deductions have been  
31 deducted from. Any changes in the amount to be deducted shall be certified to the Employer by  
32 the Association at least thirty (30) days prior to the effective date of such change.

1 **ARTICLE XXXIII - JURY DUTY**

2 **Section 33.01:** The employer agrees to provide the member who is summoned for jury  
3 duty, jury duty leave with pay at the base pay of the employee for those jury days that the  
4 employee is scheduled to work. Base pay of the employee is the employee's pay rate excluding  
5 any overtime or supplemental pay. Jury duty included that period of time which the summoned  
6 employee is required to spend in the jury selection process. However, when the employee is not  
7 impaneled for extra duty, and only on call, the employee shall report back to work unless  
8 authorized by the Chief or his designee to be absent from his or her work assignment. When an  
9 employee is impaneled and dismissed with one (1) hour or more remaining on the employee's  
10 shift, the employee will be required to return to work. First or third shift employees called for  
11 jury duty will be temporarily transferred to the 8:00 a.m. to 4:00 p.m. shift for the period of jury  
12 duty.

13 **ARTICLE XXXIV - COMPLETE CONTRACT**

14 **Section 34.01:** This Agreement constitutes an entire Agreement between the parties and  
15 no verbal statement shall supersede any of its provisions.

16 **Section 34.02:** The parties acknowledge that this Agreement is the result of the  
17 unlimited right and opportunity afforded to each of the parties to make any and all requests and  
18 proposals with respect to the subject of rates of pay, hours of work, and conditions of  
19 employment and incidental matters respecting thereto.

20 **ARTICLE XXXV - POLICE RIDE-ALONG PROGRAM**

21 **Section 35.01:** Participation in the Police Ride-Along Program is purely on a voluntary  
22 basis with each individual employee. Such participation shall be for a twelve (12) consecutive  
23 month period beginning January 1. No employee shall be required to participate in the Ride-  
24 Along Program, nor shall any employee be subject to discipline for refusing or failing to  
25 participate in the program.

26 **Section 35.02:** The Employer shall continue to provide liability coverage and protection  
27 for officers who participate in the Ride-Along Program as is afforded to all police officers in  
28 carrying out their duties and responsibilities.

1 **ARTICLE XXXVI - SUBSTANCE ABUSE**

2 **Section 36.01 - Purpose:** The purpose of this policy is to outline the Police Department  
3 substance abuse testing program and provide all employees with notice of its provisions.

4 **Section 36.02 - Discussion:** An Employee Assistance Program is available to employees  
5 and family members to help them deal with problems on a voluntary basis. Employees should  
6 avail themselves of this assistance as early as possible in order to avoid more serious situations.

7 It is the policy of this Department that the critical mission of law enforcement justifies  
8 maintenance of a drug-free work environment through the use of a reasonable employee drug  
9 testing program. The law enforcement profession has several uniquely compelling interests that  
10 justify the use of employee drug testing. The public has a right to expect that those who are  
11 sworn to protect them are, at all times, both physically and mentally prepared to assume those  
12 duties. There is sufficient evidence to conclude that the use of controlled substances and other  
13 forms of drug abuse will seriously impair an employee's physical and mental health, and thus job  
14 performance.

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

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

21 **Section 36.03 - Definitions:**

- 22 A. Sworn Employee - Those employees who have been formally vested with full law  
23 enforcement powers and authority.
- 24 B. Supervisor - Those employees assigned to a position having day-to-day  
25 responsibility for supervising subordinates, or are responsible for commanding a  
26 work element.
- 27 C. Drug Test - The compulsory production and submission of urine by an employee,  
28 in accordance with Departmental procedures, for chemical analysis to detect  
29 prohibited drug usage of controlled substances: Heroin, cocaine, phencyclidine,  
30 lysergic acid diethylamide, psilocin, psilocybin, amphetamine, methamphetamine,  
31 or any form of tetrahydrocannabinol.
- 32 D. Reasonable Suspicion - Exists when evidence or information which appears  
33 reliable is known to the police supervisor and is of such weight and

1 persuasiveness as to make the supervisor, based upon his/her personal judgment  
2 and experience reasonably suspects that a member of the department is illegally  
3 using or in possession of drugs. A reasonable suspicion that a member is illegally  
4 using or in possession of drugs must be supported by specific articulable facts  
5 from which rational inferences may be drawn. Reasonable suspicion cannot be  
6 based on mere "hunch" or solely upon poor work performance. If suspicion of  
7 drug use is based upon observation of the suspected member's physical  
8 appearance, at least two (2) supervisors must make observations.

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

12 F. Approved Testing Laboratory - A laboratory which meets Federal requirements  
13 and has been accredited by the National Institute of Drug Abuse (NIDA) to  
14 administer such testing.

15 G. Adequately Trained - A laboratorian sufficiently trained in collection procedures  
16 by the Approved Testing Laboratory to meet the Federal guidelines for  
17 certification.

18 H. Medical Review Officer (MRO) - A licensed physician knowledgeable in  
19 substance abuse and addiction, forensic toxicology and pharmacology.

20 **Section 36.04 - Procedures:**

21 A. Prohibited Activity - The following rules shall apply to all applicants,  
22 probationary and regular employees, while on and off duty.

- 23 1. No employee shall illegally possess any controlled substance.
- 24 2. No employee shall ingest any controlled or other dangerous substance,  
25 unless as prescribed by a licensed medical practitioner.
  - 26 a. An employee who is required to use a prescription medication and  
27 who has been advised by their physician not to work during such  
28 use must notify their immediate supervisor, including the  
29 prescribed period of use.
  - 30 b. Supervisors shall document this information through the use of an  
31 internal memorandum and maintain this memorandum in the

1 employee's personnel file established for this purpose as required  
2 by law.

- 3 3. Any employee who unintentionally ingests, or is made to ingest, a  
4 controlled substance, shall immediately report the incident to his/her  
5 supervisor so that appropriate medical steps may be taken to ensure the  
6 employee's health and safety.
- 7 4. Any employee having reasonable suspicion that another employee is  
8 illegally using or is in possession of any controlled substance, shall  
9 immediately report the facts and circumstances to a supervisor of his/her  
10 choice who shall document said information and immediately submit the  
11 report to a lieutenant.
- 12 5. Discipline of sworn employees for violation of this policy shall be in  
13 accordance with the due process rights provided in the Department's  
14 discipline procedures.

15 B. Applicant Drug Testing

- 16 1. Applicants for positions on the Department shall be required to take a drug  
17 test as a condition of employment during a pre-placement medical  
18 examination.
- 19 2. Applicants shall be disqualified from further consideration for  
20 employment under the following circumstances:
  - 21 a. Refusal to submit to a required drug test, or
  - 22 b. A confirmed positive drug test indicating drug use prohibited by  
23 the policy.

24 C. Probationary Employee Drug Testing

- 25 1. All probationary employees may be required, as a condition of  
26 employment, to participate in unannounced drug tests prior to the  
27 completion of the probationary period. The frequency and timing of such  
28 testing shall be determined by the Chief or his designee.

29 D. Employee Drug Testing - Additional tests may be required as set forth in this  
30 policy:

- 31 1. A Supervisor may order an employee to take a drug test upon reasonable  
32 suspicion that the employee is or has been using or is in possession of

1 controlled substance. A summary of the facts supporting the order shall  
2 be made available to the employee prior to the actual test.

3 2. A drug test will be administered as part of all promotional procedures.  
4 Promotion shall be contingent upon passing the drug test.

5 3. Any sworn officer of this Department may be required to submit to a drug  
6 test if directly involved in a serious police incident as defined by the  
7 following cases:

8 a. Discharge of a firearm at a human being or a vehicle in which  
9 human beings are contained, in this scenario. A directly involved  
10 officer is any officer who actually discharges his/her weapon.

11 b. Police vehicle auto accident in which injury is sustained by any  
12 involved officer or citizen requiring immediate medical attention  
13 by hospital personnel may be required by the employee's  
14 supervisor to participate in a drug screening test immediately  
15 following the event, or as soon as the tactical situation allows. A  
16 directly involved officer in this scenario is the driver of the police  
17 vehicle.

18 c. Whenever a member is directly involved in an incident that results  
19 in death or great bodily harm as defined by Wisconsin State  
20 Statute. A directly involved officer in this scenario is an officer  
21 whose actions or inactions proximately causes a death or great  
22 bodily harm.

23 4. On duty/off duty arrest or indictment for the use or possession of controlled  
24 substances.

25 5. Any officer, who in the carrying out of police duties, ingests, either directly or  
26 indirectly, any drug or narcotic substance, is required to document, as soon as  
27 possible thereafter, such contract. Documentation shall occur in writing  
28 explaining all circumstances, and the employee's supervisor shall be notified as  
29 soon as possible. Drug tests will be administered and no disciplinary action will  
30 be taken if the tests are positive under the following conditions:

31 a. The officer reasonably believed he/she was in physical danger if he/she  
32 did not ingest the drug or narcotic substance.

1 b. Nothing in this policy should be construed as granting permission for  
2 police officers and/or narcotics agents to ingest any illegal drug,  
3 marijuana, narcotic substance, or controlled substance under any  
4 circumstance except cited in 5a.

5 E. Controlled Substance Testing Procedures

- 6 1. The testing procedures and safeguards provided in this policy to ensure the  
7 integrity of Department drug testing shall be adhered to by any qualified  
8 personnel administering drug tests.
- 9 2. The Chief, at his option, may require an escort to the testing site.
- 10 3. Personnel authorized to administer drug tests shall require positive  
11 identification from each employee to be tested before the employee enters  
12 the testing area. This shall consist of picture ID or Driver's License.
- 13 4. A pretest interview shall be conducted by testing personnel with each  
14 employee in order to ascertain and document the recent use of any  
15 prescription or non-prescription drugs, or any indirect exposure to drugs  
16 that may result in a false positive test result.
- 17 5. The bathroom facility of the testing area shall be private and secure.
- 18 6. Where the employee appears unable or unwilling to give a specimen at the  
19 time of the test, testing personnel shall document the circumstances on the  
20 drug test report form. The employee shall be permitted no more than eight  
21 hours to give a sample, during which time he/she shall remain in the  
22 testing area. Reasonable amounts of water may be given to the employee  
23 to encourage urination. Failure to submit a sample shall be considered a  
24 refusal to submit to a drug test. Documented medical inability to submit a  
25 sample shall not be considered a refusal.
- 26 7. Refusal of an employee to submit to a required substance abuse test will  
27 be considered as a refusal of a direct order and will be cause for discipline  
28 up to and including discharge.
- 29 8. Employees shall have their urine sample split and made available to the  
30 employee for retesting in case of a positive test result. The urine samples  
31 must be provided at the same time, identified, marked, and placed in  
32 identical specimen containers by authorized testing personnel. One

1 sample shall be submitted for immediate drug testing at the approved  
2 testing laboratory. If the sample tests positive, the other sample shall  
3 remain at the facility in frozen storage for one year. The second sample  
4 shall be made available to the employee or the employee's attorney,  
5 should the original sample result in a legal dispute or the chain of custody  
6 be broken.

7 If the employee desires to have his/her specimen retested because of a  
8 positive test result, he/she may do so at his/her own expense at an  
9 approved testing laboratory of his/her choice. Results of any retesting  
10 should be submitted to the Chief of Police in writing within five (5)  
11 working days, excluding Saturdays, Sundays, and Holidays, after the  
12 specimen is turned over to the employee's selected laboratory.

- 13 9. Specimen samples shall be sealed in the presence of the participants,  
14 labeled, and checked against the identity of the employee to ensure the  
15 results match the tested specimen. All collections are handled  
16 forensically, which means they are labeled, double-sealed, double-checked  
17 for accuracy and completeness, stored in a secure, locked refrigerator until  
18 testing, and accompanied by a forensic chain-of-custody.
- 19 10. Whenever there is a reason to believe that the employee may have altered  
20 or substituted the specimen to be provided, a second specimen shall be  
21 obtained immediately under direct observation of the testing personnel of  
22 the same gender.

23 F. Drug Testing Methodology

- 24 1. The testing or processing phase shall consist of a two-step procedure.  
25 a. Initial screening test.  
26 b. Confirmation test.
- 27 2. The urine sample is first tested using the initial drug screening procedure.  
28 The laboratory will not release a positive screening result to the Mequon  
29 Police Department until it has been confirmed by an alternate more  
30 specific method: gas chromatography mass spectrometer. (GC/MS).

- 1            3.    A specimen testing positive will undergo an additional confirmatory test.  
 2                The confirmation procedure shall be technologically different and more  
 3                sensitive than the initial screening test.  
 4            4.    The drug screening tests selected shall be capable of identifying  
 5                marijuana, cocaine and every major drug of abuse, including heroin,  
 6                amphetamines and barbiturates. Personnel utilized for testing will be  
 7                adequately trained in collection procedures.  
 8            5.    Concentrations of a drug at or above the following levels shall be  
 9                considered a positive test result when using an EMIT immunoassay drug  
 10                screening test.

11	Amphetamines	1000 ng/ml
12	Barbiturates	300 ng/ml
13	Cocaine	200 ng/ml
14	Opiates	300 ng/ml
15	THC	50 ng/ml
16	PCP	35 ng/ml
17	Benzodiazepines	300 ng/ml
18	Methadone	300 ng/ml
19	Methaguolone	300 ng/ml
20	Propoxyphene	300 ng/ml

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

25	Marijuana metabolite. .	15*
26	Cocaine metabolite. . .	150**
27	Opiates:	
28	Morphine . . . . .	300
29	Codeine. . . . .	300
30	Phencyclidine . . . . .	25
31	Amphetamines:	
32	Amphetamine. . . . .	500

\* Delta-9 tetrahydrocannabinol-9-carboxylic acid

\*\* Benzoylcegonine

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

7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found.

A copy of the memorandum will be placed in a separate file established for this purpose as required by law.

G. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for one year.

H. Drug Test Results

1. The MRO shall review laboratory reports and chain-of-custody forms for accuracy and integrity; contact the employee who tests positive and discuss the test results prior to notification of the Department.

2. All records pertaining to department-required drug tests shall remain confidential. Copies of test results reported by number will be provided only to the Chief of Police or his designee. Drug test results shall not be provided to other employers or agencies without the written permission of the person whose records are sought.

Drug test results and records shall be retained in a separate confidential file for an indefinite period.

I. Compensation. Whenever possible, all department ordered testing, under the provision of this policy, shall take place during the officer's scheduled work hours. Officers shall be paid according to their usual rate for all time devoted to testing. If testing cannot be done during the officer's regular work hours, the officer shall be paid at the appropriate rate for all time accrued for test purposes.

1           **Section 36.05 - Actions Taken/Positive Results:**

2           A.    If an employee tests positive, and the tests identify cocaine, heroin,  
3                    amphetamines, barbiturates, or any major drugs as defined in this policy (III C),  
4                    or any other controlled drug listed in Schedules I or II or State Code; Wisconsin  
5                    State Statute, Chapter 161 (Uniform Controlled Substances Act), the employer  
6                    may pursue termination of the employee. The exceptions shall be:

- 7                    1.    Forced use as defined in Section IV.D.5a  
8                    2.    Medications prescribed by a physician.  
9                    3.    Innocuous and/or “legal” (uncontrolled) substances giving “false  
10                    positives”.

11           B.    A member, who has been ordered to take and has taken, a drug test based on  
12                    either reasonable suspicion, or the requirements of paragraph IV.D, hereof, shall  
13                    not be subject to disciplinary action until the test results are received by the  
14                    department. During that period the member may be required to surrender his/her  
15                    weapon, badge, I.D. card, cap shield, and keys, and may be suspended with pay.  
16                    This action shall be accomplished whenever possible without advising other  
17                    personnel of the reasons.

18           C.    All discipline involving a member who has a confirmed positive test for illegal  
19                    drug use shall be administered in accordance with 62.13, Wis. Stats.; such  
20                    discipline may include dismissal from the department. The department’s position  
21                    is that any member proven to have illegally used or possessed controlled  
22                    substances shall be dismissed for such use, subject only to the discretion of the  
23                    Chief and review by the Police and Fire Commission.

24                    **ARTICLE XXXVII - MEMBER INTERVIEW PROCEDURAL RIGHTS**

25            **Section 37.01:** If a member is under investigation for a non-criminal matter and is being  
26 interviewed for any reason which could lead to disciplinary action other than an oral warning for  
27 minor infractions, the interview shall comply with the following requirements:

- 28                    a)    The member under investigation shall be informed of the nature of the  
29                    investigation, as it is known to the investigator, prior to any interview.  
30                    b)    At the request of the member under investigation, he or she may be represented  
31                    by a representative of his or her choice whom he or she may consult at all  
32                    reasonable times during the interview. The representative shall not be a person

1 subject to the same investigation. This investigation shall be non-adversarial.  
2 This section shall not apply to any interrogation of a member in the normal course  
3 of duty, counseling, instruction or informal verbal admonishment by a superior or  
4 other routine or unplanned contact with a supervisor.

- 5 c) The member under investigation shall receive a copy of any Matter Of Report he  
6 or she personally wrote relative to the incident under investigation and at no cost  
7 to said member.
- 8 d) The investigator shall make a reasonable good faith effort to conduct these  
9 interviews during the member's regular working hours unless the seriousness of  
10 the investigation requires otherwise. Such interview should take place at the  
11 Police Department's facility, or elsewhere if mutually agreed, unless an  
12 emergency exists which requires the interview to be conducted elsewhere and  
13 promptly.
- 14 e) Interviews shall be done under circumstances devoid of intimidation, abuse or  
15 coercion. An employee refusing to respond to questions or submit to  
16 interrogation shall be informed that failure to answer questions directly related to  
17 the investigation or interrogation may result in disciplinary action. The member  
18 also shall be informed that the employee's responses to questions cannot be used  
19 in any criminal investigation or prosecution of that employee.
- 20 f) All interviews and investigations shall be limited to activities, circumstances,  
21 events, conduct or acts which pertain to the incident which is the subject of the  
22 investigation of the event which occurred during the employees course of duty,  
23 unless the employee's off-duty conduct is reasonably believed to affect the  
24 employee's ability to perform on duty.
- 25 g) Interviews and investigations shall be concluded with no unreasonable delays,  
26 provided the departmental workload permits and all the underlying facts are  
27 known to the investigator.
- 28 h) The member shall be advised of the results of the investigation and of any future  
29 action to be taken on the incident.
- 30 i) The member may review any closed personnel investigation in his/her personnel  
31 file in which he or she was suspect or was the main focus. A closed investigation  
32 is one in which the investigation has been concluded and no grounds for

1 discipline was found or one in which discipline was assessed and the member  
2 accepted the prescribed discipline and/or the appeal time has expired. Thereafter,  
3 applicable Police and Fire Commission rules as well as Wisconsin State Statutes  
4 102.13 shall apply.

- 5 j) No member shall be subject to retaliation, either in connection with an  
6 investigation and discipline (if any) or in connection with the member's  
7 employment, because the member exercises the rights provided in this article and  
8 under state and federal laws.

9 **ARTICLE XXXVIII - AMENDMENTS AND SAVING CLAUSE**

10 **Section 38.01:** This Agreement may not be amended except by the mutual consent of the  
11 parties in writing.

12 **Section 38.02:** If any provisions of this Agreement shall be held invalid, the validity of  
13 the remaining portions of this Agreement shall not be affected and the parties shall immediately  
14 meet to re-negotiate such invalid provisions.

15 **ARTICLE XXXIX - CANINE HANDLER**

16 **Section 39.01:** The Department has created a canine-handler position in the Mequon  
17 Police Department. The Department intends to comply with the requirements of the Fair Labor  
18 Standards Act in compensating the canine handler for canine-related work including but not  
19 limited to training, daily care, and other related activities. The Chief of Police or his designee  
20 may adjust the handler's regular work schedule to accommodate the time needed to train the  
21 canine, provide veterinary care for the canine, and transport the canine to and from work. Any  
22 canine-related work time spent in excess of the handler's regular hours of work shall be  
23 compensated with either compensatory time or pay at time and one half the handler's regular rate  
24 of pay. Both parties understand and agree that the long-term viability of the canine program is  
25 enhanced by the judicious expenditure of overtime.

26 **Section 39.02:** The Chief may create a shift other than the four current regular shifts for  
27 the canine handler position only and that the creation of a special shift for the canine handler  
28 shall not violate the terms of the collective bargaining agreement including but not limited to  
29 Section 25.07 in effect between the parties. In the event the canine handler position is  
30 eliminated, any special shift created for that position will also be eliminated.



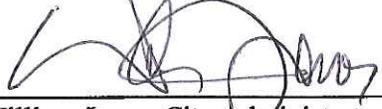
1 shall give written notice of its desire to commence negotiations on or about **July 1** in the year in  
2 which the contract terminates. Thereafter the parties shall mutually agree to a date to exchange  
3 proposals and commence bargaining.

4 Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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**CITY OF MEQUON**

  
\_\_\_\_\_  
Dan Abendroth, Mayor

  
\_\_\_\_\_  
William Jones, City Administrator

**MEQUON POLICE ASSOCIATION, INC.**

 02/18/15  
\_\_\_\_\_  
Charles O'Connell, President

 02/18/15  
\_\_\_\_\_  
Cory Polishinski, Secretary

  
\_\_\_\_\_  
William R. Rettko, Labor Attorney for  
Mequon Police Association, Inc.

## APPENDIX "A" - SALARY RATES

Effective 1/1/2015 2%					
	Step 1	Step 2	Step 3	Step 4	Step 5
Patrolman	\$4,544.46	\$5,073.96	\$5,356.93	\$5,818.34	\$6,092.29
Sergeant Detective	\$6,319.67	\$6,596.54	\$6,873.36		
Effective 7/1/2015 .5%					
	Step 1	Step 2	Step 3	Step 4	Step 5
Patrolman	\$4,567.18	\$5,099.33	\$5,383.71	\$5,847.43	\$6,122.75
Sergeant Detective	\$6,351.27	\$6,629.52	\$6,907.73		
Effective 1/1/2016 2%					
	Step 1	Step 2	Step 3	Step 4	Step 5
Patrolman	\$4,658.52	\$5,201.32	\$5,491.38	\$5,964.38	\$6,245.21
Sergeant Detective	\$6,478.30	\$6,762.11	\$7,045.88		
Effective 7/1/2016 .5%					
	Step 1	Step 2	Step 3	Step 4	Step 5
Patrolman	\$4,681.81	\$5,227.33	\$5,518.84	\$5,994.20	\$6,276.44
Sergeant Detective	\$6,510.69	\$6,795.92	\$7,081.11		