



AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, JANUARY 28, 2025, 4:30 PM

In person at City Hall, Room 207.

Immediately following Finance Committee

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/86846491807?pwd=K3NJQlNxdXUlcjB2RlR0TWVTUkYkdz09>

Or call in by phone: +1 312 626 6799

Meeting ID: 868 4649 1807

Passcode: 298054

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

1. Approval of the Minutes from the January 14, 2025 Personnel Committee meeting.

E. Regular Business.

1. For consideration with possible action on the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Deputy Clerk
2. For consideration with possible action on the request to increase the number of annual personal days for Fire Department Battalion Chiefs and Assistant Chiefs from 3 days to 4 days.
3. For consideration with possible action on the request to approve the 2025 labor agreement between the City of Green Bay and Green Bay Professional Police Association.

4. For consideration with possible action on the request to approve the 2025 labor agreement between the City of Green Bay and Green Bay Police Supervisory Personnel.
5. For consideration with possible action on the grievance filed by the Green Bay Professional Police Association regarding overtime pay for working the Republican National Convention.

The Committee may convene in closed session pursuant to § 19.85(1)(a), Wis. Stats., for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Committee may, thereafter, reconvene in open session pursuant to § 19.85(2), Wis. Stats. to report any actions taken during closed session and to consider all other matters on the agenda.

F. Informational.

1. Report of Routine Personnel Actions
2. Next Meeting: February 25, 2025

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Personnel Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 28, 2025

PREPARED BY

AGENDA ITEM # E.I

For consideration with possible action on the request to fill the following positions and all subsequent vacancies resulting from internal transfers.

a. Deputy Clerk

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. Deputy City Clerk - J. Fuge 01.28.25

**Position Fill Request
Justification Report
January 21, 2025**

Position Title: Deputy City Clerk

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant following the resignation of Jaime Fuge effective at the end of the workday January 28, 2025.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, the position is included in the budget for 2025. The salary range is \$67,954 - \$79,934 annually (Pay Grade I).

- 3. Please list the functions and any special information regarding this position.**

The Deputy City Clerk supervises Administrative Clerks, oversees special assessment program and posts special assessments to tax roll, assists with elections, pre-election function, poll workers, poll location at election time, generates poll books, records absentees ballot, state reporting, maintains state voter registration system, acts as City Clerk in her absence by coordinating elections, managing the office, attending council meetings, and Board of Review.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

For the Clerks office, annual receipts for all programs is over \$350,000 annually.

- 5. Please explain why current staff is unable to absorb duties of this position.**

The Deputy City Clerk has important responsibilities related to elections, liquor licensing, and account reconciliation that cannot be absorbed by other staff members.

- 6. If duties of position are presently being done, how are they done?**

The department would appoint a current employee to fill in on an interim basis.

- 7. What service would be reduced or eliminated if this position is not filled?**

A large number of election functions would not be completed. Special assessment, balance of delinquent special assessments, and liquor licensing would be drastically impacted.

8. What are the alternative methods and costs of accomplishing the work?

Potentially hiring temporary Deputy City Clerk or Election Specialist, but would be a difficult position to fill.

9. Are there union issues?

No.

10. Other supporting comments.

None.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 28, 2025

PREPARED BY

AGENDA ITEM # E.2

For consideration with possible action on the request to increase the number of annual personal days for Fire Department Battalion Chiefs and Assistant Chiefs from 3 days to 4 days.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Batt Chief-Asst Chief Request for Additional Personal Day 01-2025
2. Chapter 9.20 Protective Service Employee Benefits



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee
Joseph Faulds, Chief of Operations

From: Melanie Falk, Human Resources Manager

Re: Request to increase the number of annual personal days for Fire Department Battalion Chiefs and Assistant Chiefs from 3 days to 4 days

Date: January 23, 2025

In October 2024, and as a result of negotiations with the Fire Fighter union, the employees represented by this union (Fire Fighters, Engineers, Lieutenants and Captains) received an additional personal day. This resulted in an increase from 3 days to 4 days annually, and provides continuity with the Police Officers' contract, which included a 4th personal day that was bargained in 2023.

Historically Fire Department Battalion Chiefs and the Assistant Chiefs have received the same fringe benefits as their union subordinates. In accordance with City policy, Chapter 9.20 (see attached), if the labor agreement provides a new benefit to the union employees, City Council authorization is needed to implement the new benefit for the department managerial employees.

As a result, in an effort to maintain consistency and to ensure alignment of leave benefits with the sworn employees that the Battalion Chiefs and Assistant Chiefs lead, it is recommended that the (6) Battalion Chiefs and (2) Assistant Chiefs receive (4) personal days each year.

Thank you for your consideration.

Cc: Fire Chief Matthew Knott
Assistant Fire Chief Ryan Gibbons

9.20 PROTECTIVE SERVICE EMPLOYEES

Police and Fire Department managerial employees not represented by a bargaining unit have historically received the same fringe benefits as their union subordinates. Where the benefits outlined above conflict with those afforded by the respective labor agreements (i.e., Police Supervisors Agreement for Police Managers and Firefighters Contract for Fire Managers) the labor agreements will apply. These managers will also receive clothing allowance consistent with the appropriate labor agreement. However, no new benefits will be allowed after March 3, 2015 (the date of adoption of these policies), without specific City Council action. Health and Dental insurance coverage and contributions will be consistent with this policy.

9.20.1 Police Captains will receive vacation, catastrophic leave, holidays and escrow benefits consistent with the terms of the Lieutenants under the Supervisory bargaining unit and will receive shift differential pay. Police Captains will be scheduled for 2080 annual hours.

9.21 COBRA

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA, also known as Public Law 99-272, Title X) was enacted. This Federal law requires that employers with 20 or more employees offer employees and/or their dependents a continuation of medical and dental coverage in certain instances where coverage under the plan would otherwise terminate.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 28, 2025

PREPARED BY**AGENDA ITEM # E.3**

For consideration with possible action on the request to approve the 2025 labor agreement between the City of Green Bay and Green Bay Professional Police Association.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

1. Memo for Committee(GBPPA Agreement)
2. 2025-2026 - CITY and GBPPA CONTRACT - strikethrough
3. 2025-2026 - CITY and GBPPA CONTRACT - Final



INTEROFFICE MEMORANDUM GREEN BAY POLICE DEPARTMENT

January 24, 2025

To: Common Council Personnel Committee

From: Chris Davis
Chief of Police

Subject: 2025-2026 Green Bay Professional Police Association Labor Agreement

I am pleased to present the final draft of the 2025-2026 Green Bay Professional Police Association (GBPPA) Labor Agreement. This agreement is the product of several months of productive and collaborative work between the City's bargaining team and the Association's representatives. The agreement reflects a fair deal for both the City and the Association, and the bargaining team recommends approval by the Committee and the Common Council.

There are a number of substantive changes to the agreement from the prior version:

Article 5.2.1: Members in uniformed assignments in divisions other than Operations may participate in shift trades.

Article 5.8.1: Reduce minimum staffing for sergeants from 2 to 1 between 0300 and 0600.

Article 6.2: Members may elect to take overtime hours worked as paid OT or comp time when requesting compensation at the conclusion of the overtime assignment. No impact to limit on comp time accrual or other terms.

Article 6.2: Compensatory time may be paid out a maximum of twice per year, at the member's choosing.

Article 6.3.1: An officer cancelling an event overtime assignment must find their own replacement. Current language allows officers to cancel with 10 days' notice, placing the burden on the City to find their replacement.

Article 6.3.2: Expand the eligibility to perform patrol overtime work to include School Resource Officers and full-time officers in the Training Unit.

Article 6.3.2: Sergeants to be limited to doing supervisory work on overtime, with an exception for special events and emergencies. This does away with the practice of sergeants working overtime as patrol officers.

Article 6.8: Lambeau Field requiring the activation of the Incident Command System (used for larger, more complex events) paid at double time. Previously, the double time provision only

applied to Packer games. This would add two double time compensated events per year. Double time does not apply to 2025 NFL Draft events, regardless of location.

Article 7.8.6: Add Field Training Supervisor pay language parallel to that in the Lieutenants' Agreement.

Article 7.14.9: Remove time limit for assignment of BHU officers.

Article 7.20: Remove time limit for assignment of PSD officers, as well as the requirement that PSD officers be Field Training Officers and the requirement that they return to their previous position upon leaving PSD.

Article 7.21: Clean up language clarifying length of term for DTF officers and no ability to reapply upon leaving the assignment. Remove requirement that an officer be at the pay grade of Advanced Patrol Officer or greater to apply, as this is redundant with the requirement in 7.21.1 that applicants have a minimum of 3 years' GBPD service.

Article 7.24: Incorporate Training Officer MOU adding Training Officer language applying the Rangemaster terms to any officer assigned full-time to the Training Unit. This is necessary after the conversion of a Lieutenant position in the unit to an Officer position

Article 7.25: Incorporate Traffic Sergeant MOU.

Article 7.26: Incorporate Canine Sergeant MOU.

Article 7.27: Allow for assignment of Detectives to PSD; duties will not include recommendations related to allegation findings, the imposition of discipline, or the amount of discipline.

Article 21: Allows the Association to determine dues to be deducted from each member's paycheck. Members' payroll deduction authorization now applies to whatever amount the Association determines for dues, rather than needing to be re-authorized whenever dues change. The Association will notify the City at least 30 days in advance of any change in dues to be deducted.

Article 22.1: Add 1 paid holiday for Martin Luther King Day.

Article 22.1.1: Eliminate the floating holiday.

Article 23: Add one personal day, for a total of 5 per year; no change in terms for use of personal days.

Article 24: Delete Counseling Register language, which included records purging requirements inconsistent with Wisconsin Law since the 2021 enactment of Act 82 (Wis. Stat. § 165.85). Incorporates the Service Improvement Opportunity process, which replaces the Counseling

Register. Establishes the concept of Command Counseling, which is informal corrective action taken to address a sustained policy violation finding at the end of an administrative investigation.

Article 26.2: Difference between GBPD pay and military pay made up by the City for up to 15 days per year for military training related to members' Reserve/National Guard obligations. This is similar to provisions in other Wisconsin agencies' bargaining agreements.

Article 28.1: Eliminate the waiver process for training courses not offered to the senior most qualified officer. The Association retains the right to grieve cases where they believe training was assigned due to favoritism or discrimination, or was denied in retaliation.

Article 30.5.1: Minimum time of service to apply for promotion to Sergeant reduced to 5 years, or combination of at least 3 years with GBPD and full-time, sworn service at a similar or larger department adding up to a total of 5 years. Cleanup language codifying the practice of applying the time requirement as of the date the posting closes.

Article 30.5.3: Acting Sergeants may be appointed for long-term absences or when there is a vacant Sergeant position with no current eligibility list. The City must make a legitimate effort to establish a list when the previous list expires or everyone on it is promoted. Acting Sergeants to be chosen in one of two ways:

- If an eligibility list exists, the acting position will be offered to the highest-ranked employee on the list. If that employee declines, the position will be offered to the next-highest-ranked, and so on until the position is filled or no one accepts.
- If no eligibility list exists, or no one on the list accepts the position, it will be offered to the senior officer on the shift where the vacancy occurs, unless that officer has recent disciplinary history detrimental to the position or is on a Development Assistance or Performance Improvement Plan.

Article 30.6.3: Sergeants filling non-supervisory roles on the SWAT Team must leave the team as of July 1, 2026.

Article 30.3.1 / Schedule A: Effective 1/1/2026, time to reach Specialist I classification (Step 6) reduced to 9 years.

Article 30.4.1 / Schedule A: Effective 1/1/2026, time to reach Specialist II classification (Step 7) reduced to 13 years.

Schedule A: Lateral officers started above Step 1 reach eligibility for higher steps on the same timeline as regular hires (for example, a lateral officer started at Step 3 would reach Step 4 in one year, rather than three years). No retroactive pay, but some employees with prior service in other comparable agencies will be upgraded in alignment with the new requirement.

Schedule A: Wages:

- 4% effective 1/1/2025
- 3% effective 1/1/2026

- 1% effective 7/1/2026
- .5% effective 12/31/2026

The agreement is retroactive to January 1, 2025. Bargaining team representatives will be present at the January 28 Committee Meeting to answer any questions you may have. Thank you for your attention to this important matter.

AGREEMENT
BETWEEN
CITY OF GREEN BAY
AND
GREEN BAY PROFESSIONAL POLICE
ASSOCIATION
(BARGAINING UNIT)

~~2023 – 2024~~ 2025 – 2026

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**CITY OF GREEN BAY - POLICE DEPARTMENT
LABOR AGREEMENT**

THIS AGREEMENT, made and entered into according to the provisions of section 111.70 Wis. Stats. by and between the City of Green Bay as municipal employer, (hereinafter called the "City") and the Bargaining Unit of the Green Bay Police Department (hereinafter called the "Bargaining Unit").

**ARTICLE 1
RECOGNITION/MANAGEMENT RIGHTS**

1.1 UNIT. The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time personnel of the Police Department having powers of arrest employed by the City, excluding the rank of Chief of Police, Commander, Captain and Lieutenant in the matter of wages, hours, and working conditions. Prior to any negotiations, the City shall be furnished with a list of the membership of the Bargaining Unit.

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

**ARTICLE 2
PURPOSE OF AGREEMENT**

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

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

42 **ARTICLE 3**

43 **GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS**

44 3.1 GRIEVANCE DEFINITION. A grievance is defined as any complaint involving wages, hours and
45 conditions of employment of members of the bargaining unit, other than proceedings
46 conducted pursuant to Section 62.13, Wis. Stats. A grievant may be a member or the
47 Association. In either case, the Association retains sole authority to determine whether or not
48 to file and/or pursue any grievance, and whether to resolve any grievance on behalf of the
49 Association or on behalf of a member. Upon the mutual agreement of the parties hereto,
50 grievances involving the same issues may be consolidated in one proceeding.

51 3.2 SUBJECT MATTER LIMIT. Only one subject matter shall be covered in any one grievance. A
52 written grievance shall contain the name and position of the grievant, a clear and concise
53 statement of the grievance, including whether the Association is to be considered the grievant,
54 the relief sought, the date the incident or violation occurred, the signature of the grievant and
55 the date, and a signature of an Association representative authorizing the grievance filing.

56 3.3 CHIEF INVESTIGATION. The Chief of Police may confer with the Union and such employees or
57 other persons deemed appropriate before making a determination.

58 3.4 COMPUTATION OF TIME. The days indicated at each step should be considered a maximum.
59 Working days as used in this article shall mean Monday through Friday, excluding holidays. The
60 failure of the party to file or appeal the grievance in a timely fashion as provided herein shall
61 be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion
62 shall have the right to automatically proceed to the next step of the grievance procedure. The
63 time limits may be extended by mutual consent.

64 3.5 REMOVAL FROM SPECIALTY TEAM OR ASSIGNMENT. Removal from a specialty team position
65 or assignment shall only be for cause. Examples of "cause" may include but are not limited to
66 poor performance, reluctance to perform assigned duties, failure to successfully complete
67 training, continued failure to be available for call-in, poor documentation and the like.

68 3.6 GRIEVABLE. An officer not selected for a specialty team position or assignment shall have the
69 right to grieve the decision through the grievance procedure. Only reasons capable of objective
70 proof shall be considered in the event that a determination of non-qualifications is made and
71 grieved.

72 3.7 WAIVER OF STEPS. Steps in the procedure may be waived by mutual agreement of the parties.

73 3.8 STEPS AND PROCEDURE.

74 3.8.1 STEP ONE. The grievant or Association on the grievant's behalf shall have the right to
75 present the grievance in writing to the Chief of Police within 25-working days after the
76 employee or the Association knew or should have known of the event giving rise to such
77 grievance. The Chief of Police shall furnish the grievant and the Association
78 representative an answer within 15-working days after receiving the grievance.

79 3.8.2 STEP TWO. If the grievance is not satisfactorily resolved at the first step, the Association
80 shall prepare a written grievance and present it to the Human Resources Director within
81 15-working days of the Chief of Police's response. The Human Resources Director shall
82 review the grievance and shall respond in writing within 15-working days after receipt

of the written grievance.

3.8.3 STEP THREE. If grievance is not resolved at the second step, the Association shall present the written grievance to the Personnel Committee within 15-working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 10-working days after their decision, which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The Association shall be given a 10-working day notice of said hearing.

3.8.4 STEP FOUR. If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 10-working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

3.9 GRIEVANCE ARBITRATION PROCEDURE.

3.9.1 ACCESS TO RECORDS. The employee or the bargaining unit shall have access to the City's investigative file and all other pertinent documents or information once a disciplinary action has been meted out, but no sooner than 8-days after such discipline has been meted out. Access to the employee's personnel file shall be subject to the restrictions of Section 103.13 (3) Wis. Stats. Nothing in this paragraph shall prohibit or restrict the City from taking a statement of the employee as part of an investigation to determine whether the employee should be disciplined.

3.9.2 DISCLOSURE OF WITNESSES. Any time after step 2 of the grievance procedure, either party may demand a list of witnesses that the other party intends to call by furnishing the other party with a list of witnesses of the demanding party. The other party, upon whom the request is made, shall respond to that request within 8-working days of the date of the request. The parties shall be under a continuing obligation to update and supplement the list of witnesses so provided. Any witness not identified in response to a demand before the date of the informal pre-hearing conference shall not be allowed as a witness in the case in chief in these proceedings.

3.9.3 DEPOSITIONS.

- a. Once a witness has been identified pursuant to the procedures set forth above, that witness may be deposed.
- b. Either party may identify witnesses they intend to call in these proceedings without receiving a demand from the other party. Upon identification of such witness, the party so identifying the witness shall, upon notice to the other party, be permitted to depose that witness for purposes of perpetuating testimony for the grievance hearing.
- c. Any depositions taken, whether during the investigation of the actions leading up to the discipline or at any point thereafter, may be used by either party at any step in the grievance procedure as may be otherwise provided by law.

3.10 COSTS. The party initiating the grievance shall pay for the administrative costs for initiating

arbitration. Any other expenses or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

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

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

ARTICLE 4 HOURS

4.1 NON-SHIFT EMPLOYEES. The work schedule for non-shift employees shall be equalized with that of the shift employees subject to approval of the Command Officer. Approval shall not be unreasonably withheld. The workday for non-shift employees shall be a maximum of eight and one-half hours.

4.2 SHIFT EMPLOYEES.

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

4.2.2 The normal tour of duty shall be 8½-hours including roll call time. However, officers may return to the station after 8¼-hours in order to submit all usual and required written reports and information and to ascertain that they have been properly and correctly submitted before leaving the premises. In no event shall the completion of a required report become a matter involving overtime except with approval or at direction of the Command Officer.

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

4.3.1 No such selection or pick shall be made more than 45-days before the day in question.

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

4.3.3 Within 30-days but not less than 24-hours prior to the start of the time off requested, such selection shall be on a first come, first served basis regardless of seniority up to the number of officers allowed off under the Labor Agreement regardless of staffing requirements. The shift commander or other designated Command Officer may, in their

sole discretion, allow more officers off than the number of officers allowed off under the Labor Agreement regardless of staffing requirements in accordance with the above procedures for identifying the officers. In no event may an officer select time off without 24-hours notice prior to the start of the time off requested, to the shift commander or other designated Command Officer, but a shift commander or other designated Command Officer may, in their sole discretion, waive the 24-hour notice for reasons found sufficient. For purposes of this provision, officer means an 8½-hour shift.

4.4 FLEX TIME. Officers shall not be allowed to flex their hours in a workday except as explicitly provided for in the Agreement or specifically agreed to in writing between the City and the Association from time to time. Officers who work an administrative schedule (5-2, 4-3) may work on their flex day with Command Officer approval during their last five years of work before their declared retirement date.

4.5 MIDDAY SHIFT. The midday shift will comprise the hours of 10:30 am to 7:00 pm with officers assigned to a 5-3 group work schedule.

4.5.1 Officers will bid for the midday shift by department seniority by signing a general department posting.

4.5.2 Management retains the right to determine the number of officers to be assigned to the shift. The time frame to fill this shift will be determined based on where the officers bidding the shift come from.

ARTICLE 5 SHIFT ASSIGNMENTS

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

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

5.2.1 The substitute member shall be of the same rank **as the requesting member and hold a uniformed assignment regardless of division.** ~~and be assigned to the same division as the requesting member.~~

5.2.2 The request shall be in writing and approved by the shift commander or Command Officer of both the requester and substitute, which said approval shall not be unreasonably withheld.

5.2.3 The consideration to the substituting officer, such as the requesting officer substituting for the substituting officer in the future, shall be strictly between said officers, without the City having any obligation whatsoever to be involved in enforcing any such agreement.

5.2.4 No trade may be made if the trade, when made, would result in an officer working more than 14¼-hours, in a combination of shift trade, training, duty hours and/or overtime, in any 24-hour period.

206 5.2.5 An officer who makes a partial trade with an officer on a contiguous shift with a
 207 30- minute overlap shall remain on duty an additional 15-minutes at the end of
 208 that shift without any additional compensation.

209 5.3 TRAINING OF NEW PERSONNEL. The training of new officers shall be conducted pursuant to
 210 the departmental field training program under the provisions of this Agreement, excepting
 211 that while in training, the department shall have the right to assign shifts, groups, jobs, and
 212 duties as is necessary or proper under the training program, and all selection rights in
 213 regard to the same contained in this Agreement shall not apply to such officers; provided
 214 that in all instances the provisions regarding the length of the work day, the work week,
 215 provisions regarding pay, including overtime (except such officers may not bid, or be
 216 inversed, for normal overtime) shall apply.

217 5.4 TEMPORARY ASSIGNMENTS. The Chief of Police may, upon written notice to the Bargaining
 218 Unit, temporarily assign officers to special duties or projects for a period of up to 30-days;
 219 provided however that no officer may be temporarily assigned to any duties or projects
 220 which have historically been or normally are performed by or assigned to Bargaining Unit
 221 members as part of their job duties. If the assignment is voluntary, no premium pay shall
 222 be earned by the officer. An officer's performance of any temporary assignment shall not
 223 impact on promotion (excepting that such might increase the officer's personal knowledge
 224 or experience) and shall not become part of the officer's personnel file or work record for
 225 promotional purposes.

226 5.5 TEMPORARY ASSIGNMENTS IN THE BEST INTEREST OF THE EMPLOYEE. The Chief of Police
 227 may, with Association approval, temporarily assign members to other duties or projects for
 228 a period of up to 15 consecutive working days so as to assist the member's overall wellness.
 229 Any member so assigned shall not be allowed to work overtime outside of his/her
 230 temporarily assigned duties. This provision may not be used as discipline, nor may such
 231 temporary assignment be considered in future discipline.

232 5.6 DAYLIGHT SAVINGS. When clocks are adjusted for "Daylight Savings Time" employees shall
 233 be compensated according to the clock rather than actual hours worked. Overtime shall
 234 commence after 8½ hours on a regular workday.

235 5.7 SPECIAL PROJECTS. The Chief of Police may authorize special projects not to exceed
 236 60-days. The special projects shall be assigned based on qualifications amongst those
 237 interested. The selection process will be in accordance with Section 7.4, with the exception
 238 of the Peer Review process which shall not be included. The length of the special project
 239 may be extended upon mutual agreement with the Association for a period of up to
 240 30-additional days. Approval for such extension shall not be unreasonably withheld.
 241 Members in the following positions shall not be eligible for special assignments:
 242

Canine	Animal Control Officer	Neighborhood Response Team
Detective	Traffic Enforcement Officer	School Resource Officer
Drug Unit	Range Master	Community Policing Officer
	Behavioral Health Officer	

Identical special projects shall not be posted more than two consecutive times except for good cause shown or by mutual agreement. Special projects may not be used to avoid filling vacancies in specialty units. Sergeants may only be assigned to special projects to perform supervisory duties.

5.8 SAFETY STAFFING.

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

5.8.2 Staffing Requirements. In order to serve the above general policy, the following minimum officer safety staffing shall be maintained at all times, subject only to the provisions of ~~5.7.2.c~~ 5.8.2.c below. The City may count up to two (2) Patrol Sergeant positions as patrol officers for purposes of safety staffing:

- a. Safety staffing between the hours of 6:15a and 10:30a will be 11-patrol officers, between the hours of 10:30a and 7:00p will be 13-patrol officers, from 7:00p until 3:30a this minimum shall increase to 16-patrol officers, however may be reduced to 14-patrol officers because of absences due to officers going home during shift due to illness. From 3:30a until 6:30a minimum staffing may be reduced to 10-patrol officers on duty.
- b. The following provisions shall apply to the counting of patrol officers for minimum staffing requirements:
 - i. Command Officers will only supplement safety staffing and do not count toward the safety staffing requirement.
 - ii. There will be a minimum of two patrol sergeants working at all times during the hours of 6:00a to 3:00a. During the hours of 3:00a to 6:00a, patrol sergeant staffing may be reduced to one sergeant.
 - iii. Officers in plain clothes shall count toward the required number for staffing if officer is on patrol;
 - iv. Two officers assigned to a patrol squad car shall count as two officers for required number for staffing;
 - v. Probationary officers in training shall not count toward the required number for staffing;
 - vi. School Resources Officers (SROs) shall not count toward the required number for staffing;
 - vii. Community Police Officers (CPOs) shall not count toward the required number for staffing;
- c. Unexpected deviations below safety staffing on any given shift within 3-hours of the end of that shift shall be filled by a call-in of the oncoming shift. This may occur when an officer or sergeant goes home sick. Should the time slot extend outside of 3-hours a full call-in must be done even if the department

is running below staffing.

d. "Active patrol duty" shall mean a uniformed or plain clothed trained officer being assigned to perform a shift tour of duty the usual and customary duties of active police patrol within a district or other area of the city designated by the Chief of Police or designee.

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

f. In the event of a violation of the provisions of this Section, whether by the City failing to call in an officer or calling in the wrong officer, the officer who should have been called in shall be compensated for the wages the officer would have earned had the officer been called in.

5.9 GROUP SELECTION. Assignments to groups shall be selected by departmental seniority as follows.

5.9.1 Current group assignments shall be continued, and no bumping shall be allowed.

5.9.2 When a vacancy in any group occurs on a shift, such shall be posted for selection by all officers qualifying to fill such a position, including officers already assigned to the shift.

5.9.3 Officers being newly assigned to a shift shall be assigned to a group having a vacancy after the posting under 5.8.2.

5.9.4 When an officer leaves a shift because of a move that entitles the officer to return to the shift at a later date, that officer shall be treated as a newly assigned officer to the shift under 5.8.3, unless agreed otherwise by the City and the Bargaining Unit before the officer leaves the shift.

5.9.5 New Shift/Group changes: An officer that moves shifts or work groups and is owed off time due to the shift/group move shall take any time off owed within the FLSA period. The officer shall be allowed to elect the off day(s) within the FLSA period (under the procedure identified in Article 14.3(c) of the Agreement), as long as the vacation book shows such day(s) as available. In the event the officer does not elect to do so, or his/her chosen off day is not available in the vacation book, the Department shall assign the day(s) off owed. No payback or compensatory time will be given unless the City is unable to schedule the off time owed within the FLSA period.

The formula for determining the off time owed to an officer for a shift/group move is as follows:

1. Prior to the shift/group move, use the officer's last full rotation 5 days on 3 days off. After the shift/group move again use one full rotation

5 days on 3 days off. Total the number of work days and the number of off days.

2. Total number of days worked in point #1 multiplied by .6 to determine the number of days off the officer should have had.
3. Compare the number of days off in point #1 to the number of days off in point #2. If point #2 is higher than point #1 this is the amount of time owed to the officer. If the officer is owed any time off, the office shall be scheduled the time off within the FLSA period.

The City will not seek compensation from the officer or add additional work days to the officer's schedule if, as a result of a shift/group move, the officer is off work more time than allotted during a normal rotation.

An officer that is scheduled off due to time owed from a shift/group move is unable to substitute any off time (i.e. personal or sick) for those scheduled off days.

- 5.10 ASSIGNMENT OF POSITIONS. Assignments to job or duty positions shall be made only when a vacancy exists, and there shall be no bumping.

ARTICLE 6 OVERTIME

- 6.1 OVERTIME PAYABLE. Employees shall be compensated at the rate of 1½-times based upon their normal rate of pay for all hours worked in excess of the scheduled work day or work week. Overtime shall commence after 8½-hours on a regular workday or for hours worked outside the normally scheduled workweek. For purposes of calculating overtime, compensation for the hourly rate shall be based on a bi-weekly schedule of 75.6-hours and an annual schedule of 1964.5-hours. No change in the amount of overtime claimed by an employee shall be made unless the employee is notified of such proposed change within 7-days of the employee submitting the overtime.

- 6.2 OVERTIME/COMPENSATORY TIME. A member may elect to receive compensation for overtime worked as either pay or compensatory time, accrued at a rate of 1½-times the hours worked. Such election shall be made when the overtime is reported in the payroll system. Compensatory time shall be limited to an accumulation of 100-hours. A member may request payment for part or all of their compensatory time balance up to twice per calendar year at a time of their choosing.

- 6.3 ALLOCATION OF OVERTIME.

- 6.3.1 Posting. All overtime of the department schedule, where practicable, shall be posted. If more persons qualified for such overtime work sign for such than are needed, overtime shall be assigned on a seniority basis among those qualified for the work. (It is contemplated that at times it shall be necessary to determine the qualification of an employee to work overtime based upon the employee's knowledge of the subject of the overtime work or the training and expertise of the employee. However, in the event of a dispute as to the same, the City shall have the burden of establishing the necessity.) In assigning overtime the department shall ask for volunteers on the basis of seniority regardless of whether the officer is on a work or off day. In the event sufficient volunteers are not found, the balance of the overtime shall be assigned on the basis of inverse seniority among those on their workdays

and then by inverse seniority among those on off days. Management may refuse overtime where there is a legitimate safety concern. Practicability of posting shall be determined in light of time available for posting and departmental or public security, or other relevant and sufficient factors. This paragraph shall not apply to overtime resulting from an extension of a person's normal workday duty, nor shall it apply to overtime not assigned by the City of Green Bay.

Special event overtime, ~~when practicable, will~~ **shall** be posted for a minimum of 30-days in advance of the event, ~~unless the Department is not provided 30-days advance notice of the special event.~~ The most senior qualified officer signing for and assigned the special event overtime will be expected to perform that overtime assignment ~~unless the officer cancels 10 days prior to the special event.~~ In the event the Department has less than 30-days advance notice to post the special event the posting will include a date to cancel. **Once the posting period ends, if the officer needs to cancel the overtime assignment, it is the officer's responsibility to find a replacement from the list of officers who signed for the overtime posting. If no replacement on this list is available, the officer shall find a replacement through a full department call in of eligible personnel.** For purposes of these posting procedures a special event will typically be considered crowd control, traffic control, and general security at events, such as an athletic event, concert, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, show, or other similar display which interferes with normal flow or regulation of traffic on the streets, sidewalks, or right-of-way, or the normal use of parks or other public or private grounds.

6.3.2 Qualification for Overtime. When determining qualifications, department shall abide by the following:

- a. When the overtime in question calls for the officer not to be in uniform, such overtime shall be performed by a detective. However, this provision shall not prevent the department from using patrol officers for ordinary plain clothes surveillance duty during their normal shift or using a patrol officer when the department is unable to secure sufficient detectives whether they are on or off duty. Use of patrol officers shall not reduce any shift below the number required for safety reasons. If the detective maintains a uniform, the detective shall be allowed to select overtime with the patrol division and specialists for crowd control events such as the 4th of July, Artstreet, and the like.
- ~~b. When the overtime in question calls for the officer to be in uniform, such overtime shall be performed by an officer within the patrol division who, in the normal course, performs their duties in uniform and is limited to the patrol division. This involves duties including and similar to road patrol, such as Speedwave, OWI saturation patrols, downtown security, and any other assignment where it is anticipated that the patrol vehicle shall be used the same as a road patrol vehicle, requiring knowledge and proficient use of the patrol vehicle and all equipment contained therein. Such overtime shall be filled via the road overtime call in list and limited to officers in the patrol division.~~

When the overtime in question calls for the officer to be in uniform, such overtime shall be performed by an officer who, in the normal course, performs their duties in uniform, or are assigned to a Specialty Assignment as defined in 7.1 (excluding the Drug Task Force). Overtime under this provision involves duties including and similar to road patrol, such as Speedwave, OWI saturation patrols, downtown security, and any other assignment where it is anticipated that the patrol vehicle shall be used the same as a road patrol vehicle. Assignment under this provision requires knowledge and proficient use of the patrol vehicle and all equipment contained therein. The Road Overtime Call list shall include these assignments. Because the rank of Detective is a promoted position, Detectives shall not be eligible to work Patrol overtime.

- c. Specialists shall be allocated overtime within their respective specialties, and in addition, if the specialist is, in the normal course, required to maintain a uniform, such specialist shall be allowed to select overtime with patrol division officers for crowd control events, such as 4th of July, Artstreet, and the like. Where it is anticipated such use of the patrol vehicle would not be needed, shall be filled by seniority from the full specialty call in list (mix of detectives, specialist positions and patrol officers). Examples of such overtime would be crowd control, traffic control and general security where the presence of a patrol vehicle is operationally desired, but full functional operation is not required.
- d. Any ~~For any~~ overtime assignment where it is unclear what pool of officers should be utilized; such determination shall be made via mutual agreement between the City and an Association representative.
- e. All overtime above shall begin at the station and the officers assigned shall report to the Shift Commander or briefing supervisor verifying their presence, at the end of the assignment the officer(s) must stop at the Shift Commander's office and verify they have completed their assignment. There is no change to the Packer Game Day reporting for duty and overtime procedures.
- f. Absent a bona fide emergency, a sergeant in one Division shall not be eligible for non-special event overtime work in another Division.
- g. Sergeants in the Investigations Division shall not be eligible to work any Detective overtime involving nonsupervisory duties unless there are no Detectives available to perform the work.
- h. Command Officers shall not be qualified to work any overtime involving nonsupervisory duties.
- i. ~~With the exception of special events and grant-funded traffic safety work, absent a bona fide emergency, sergeants shall not be eligible to work any overtime assignment in which the duties performed are those of an officer. This includes patrol duties and duties performed on specialty team callouts such as the Dive Team. This provision shall be applied to the SWAT Team effective July 1, 2026.~~

6.3.3 Overtime as Duty Assignment. An overtime assignment may be cancelled by the City at any time, provided that if it is cancelled within 24-hours of the scheduled start of the

assignment, the officer shall be paid minimum call-in under sec. 6.4 below, or in the case of shift overtime, payment for the entire shift. The term “cancel” shall include cutting short overtime which was planned to run for more than 3-hours.

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

6.3.5 Overall hour limitation. Except as provided above, overtime shall not be allocated or assigned where it would result in an officer working more than 14¼-hours, in a combination of overtime, training, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is a 7½-hour break in on duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. The 14¼-hour limitation provided for in this paragraph shall be extended to allow for the duty of officers to extend their shifts upon the order of a Command Officer or when addressing emergencies that may occur at the end of a shift.

6.3.6 Inversed Overtime Assignment. Whenever an officer is inversed to work an overtime assignment, the officer inversed shall have the right to have another officer work the overtime on the same basis as the assigned officer, provided the replacement officer is from the pool of officers that were originally considered for the overtime assignment (in essence giving it away, the one that actually works it gets paid). In the event the City determines the need for the inversed overtime assignment has ended, the officer that is working the inversed overtime assignment may voluntarily cancel or cut short the overtime assignment with notice to the Command Officer. At the officer’s choice inversed overtime assignments may be cancelled in accordance with provisions of this Article.

Improper Inverse. In the event an officer is improperly inversed under any of these procedures, the officer shall receive additional pay in the amount of straight time pay for each hour worked during the improper inverse assignment. In the event an officer is notified of a cancellation of the improper inverse assignment within one hour of the notice of inverse assignment and the employee chooses to work the inverse assignment under section 6.3.6 the additional straight time pay shall not be applicable to such inversed overtime assignment. Examples of road overtime are attached as Appendix A.

6.3.7 Shift Overtime Postings and Subsequent Openings. The City shall post only for actual shift openings when posting for available shift overtime. Such postings shall be displayed for a minimum of 4-days. Any subsequent shift openings of the same overtime period(s) discovered while the positing is still active may be filled via this posting. Once such posting is taken down, any subsequent openings not involving a holdover must be filled via a telephone posting of all officers by seniority, even if the overtime period is the same as that of the previous posting.

a. Anticipatory Overtime: One exception to only posting for actual shift openings are for anticipated but not actual safety staffing shortages. The City may use “anticipatory postings” for anticipated safety staffing shortages. Such postings

will be clearly marked anticipatory. This posting shall be filled or cancelled no later than 24 hours from the time of the assignment. Members who sign this posting may refuse to accept the assignment at the time the posting is taken down. If the anticipated posting does not have an adequate amount of members to fill the staffing shortage when taken down the shortage must be filled via a telephone posting of all officers by seniority.

- 6.4 MINIMUM CALL-IN TIME. Employees shall be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½-hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school, specialty team training or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees shall be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay.
- 6.4.1 Any officer who takes vacation or off-time coming, personal leave day or any other off-time authorized after being scheduled and notified of a required court appearance or other required non-shift departmental duties shall be compensated for a minimum of 3-hours.
- 6.4.2 Continuous Duty: In the event an officer is called in for more than one call in any given day, including notice of court or any other notice of time outside the regular shift, that officer shall not receive two call ins, but shall be paid continuous pay at the overtime rate of time and one-half from the beginning of the first call in to the end of the second call in; excepting that if the call ins in question are for specialized units established and existing for the purpose of being called in for special problems or occurrences, such as SWAT, K-9, accident reconstruction, the continuous duty rule shall not apply to more than one call in of such nature, but rather each call in shall be a separate call in.
- 6.4.3 When a trade of shifts is made between officers as authorized in section 5.2 of this Agreement, and one of the officers is subject to a call as set forth in section 6.4 of this Agreement, the officer working the day shall be subject to the 3 hour call in compensation and the officer who is off because of the trade shall be subject to the 6-hour call in compensation. It is understood that the above shall not affect the application of 6.4.1 and 6.4.2 of this Agreement.
- 6.4.4 Officers inversed to work overtime to satisfy safety requirements shall be paid call-in time under this section. Officers who volunteer to work such overtime shall be paid at time and one-half for the overtime actually worked.
- 6.4.5 Officers shall be subject to the residency requirements as outlined in Article 35, Residency, of the Agreement, for immediate need safety staffing shortage call-ins and immediate need detective call-ins.
- 6.4.6 Response time compensation for call-ins shall apply as outlined in Article 35, Residency, of the Agreement.

6.5 IMMEDIATE NEED CALL-IN COMPENSATION. Immediate need call-in is defined as that need not previously known or posted, where the officer is needed immediately. (Example: Immediate road staffing shortage). This does not apply to court related hearings where the officer is being called in to testify such as municipal or circuit court appearances, probation/parole hearings or Chapter 51 hearings.

6.5.1 When an officer is called-in for immediate need overtime such overtime shall commence at the station upon duty-ready status of the officer. Such officers shall report to the on- duty Shift Commander duty ready, which shall be recorded as the official start time; additional 30-minutes of overtime shall be added to that start time regardless of when the officer arrives.

6.5.2 In the event the immediate need compensation requires the officer to respond directly to a scene, the start time shall be the time the officer arrives at the scene. Such officers shall report to the on-scene supervisor which shall be recorded as the official start time. An additional 30-minutes of overtime shall be added to that start time, regardless of when the officer arrives.

6.5.3 If the overtime assigned is to fill immediate safety staffing needs the supervisor shall begin the call-in process immediately. There shall be no deliberate or unnecessary delay of filling such overtime. The officer accepting the overtime receives pay from the time of reporting duty ready to the Shift Commander plus 30-minutes. There is no compensation for the time between discovery of the shortage and the paid start time of the officer. The period of time the shift was short staffed up to the time of discovery is to be reported to the Operations Commander.

EXAMPLE: (Immediate action.) At 7:00p it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15p. Shift Commander immediately starts the call-in process. Officer A is called at 7:15p and accepts. Officer A arrives at 7:55p and reports to the Shift Commander duty-ready (in uniform and ready to walk out door). Officer A receives pay beginning at 7:25p (time of reporting + 30-minutes). No compensation for the time from 7:00p to 7:25p.

EXAMPLE: (Unnecessary delay.) At 7:00p it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15p. Shift Commander decides to wait to begin the call-in as there is no officer available to make the calls or s/he wishes to eat lunch first. An officer is available at 8:00p and call-in begins thereafter. This delay would be deemed unnecessary as the Shift Commander could have started the call-in him/herself. The time from 7:00p to 8:00p would be compensated under 5.7.2.f

EXAMPLE: (Shortage not discovered right away) At 10:00p it is discovered that there was a safety staffing shortage since 7:00p. The supervisor immediately begins a call-in process. Officer is called at 10:15p and accepts. Officer reports to Shift Commander at 11:00p duty ready (in uniform ready to begin). Officer receives pay beginning at 10:30p (time of reporting + 30-minutes). The time from 10:00p–10:30p is not compensated. The time from 7:00p to 10:00p shall be compensated via Article 5.7.2.f. In this situation, the supervisor notifies the

- 587 Operations Commander of the details of the 7:00p–10:00p shortage. The
588 Operations Commander shall facilitate the remedy with the GBPPA.
- 589 6.6 ORDERED IN VS. VOLUNTARY ACCEPTANCE. “Ordered In” is defined as a non-voluntary
590 assignment. The officer is ordered to come in and has no choice. In this situation the officer is
591 compensated from the time the officer was ordered in to report for duty. Minimum call-in
592 time (3-hours/6-hours) applies to this situation.
- 593 6.7 COURT CANCELLATION PROCEDURE. The afternoon shift commander shall be notified of any
594 court cancellations. It then becomes the responsibility of the officer to call the shift
595 commander after 5:00p on the day prior to the scheduled court date as to whether or not the
596 court appearance has been canceled.
- 597 6.7.1 The shift commander shall record all such calls by date and time in a log book; that is,
598 if an officer appears at court and the case has been canceled, s/he shall receive
599 the minimum call-in pay only if s/he had called in after 5:00p the prior day and was not
600 notified of the cancellation. If the officer had not called in the prior day, s/he shall not
601 receive the pay.
- 602 6.7.2 On those occasions when court appearances are canceled after 5:00p, the shift
603 commander shall attempt to contact the officer with the cancellation, if the officer had
604 already called in. If the officer is contacted 12-hours before the scheduled court
605 appearance, the officer shall not receive call-in pay.
- 606 6.7.3 Court shall include any time an officer is instructed by the Chief of Police or designee
607 or subpoenaed to appear in any Court, legal proceedings (including depositions), or
608 before any governmental body or other person, tribunal or agency authorized by law
609 to issue subpoenas, which appearance is related to or arises out of the officer’s scope
610 of employment. (The City and Bargaining Unit have disagreed as to whether there was
611 a past practice for compensating officers who are subpoenaed or instructed to appear
612 at arbitrations or grievance proceedings dealing with the administration of this
613 Agreement and the City had previously informed the Union of the discontinuance of
614 this alleged past practice in a letter to the Union, dated August 27, 1986. The above
615 language shall not apply to these situations.)
- 616 6.8 OVERTIME FOR ~~GREEN BAY PACKER GAMES~~ LAMBEAU FIELD EVENTS.
- 617 6.8.1 Two postings shall be placed on the bulletin board once each year by July 1. All officers
618 interested in working Packer games or working any extra overtime beyond what would
619 be normal for traffic or field assignments are requested to sign the respective postings.
620 These postings shall contain the anticipated staffing needs for the games.
- 621 6.8.2 Officers who sign the above said posting shall be assigned to work each of the Packer
622 games in the year in question on the basis of departmental seniority.
- 623 6.8.3 In the event there is an insufficient number of officers signing the posting to fill the
624 remaining complement needed for the Packer games, officers shall be assigned in
625 accordance with the Inverse Non-Road Overtime procedure in Appendix A.
- 626 6.8.4 In the event that any officer who has signed the above said posting to work the Packer
627 games later decides not to work any given game, such officer shall have the right to
628 remove their name from the posting for any game by giving at least 10 days advance
629 notice of such removal before the game in question.

- 6.8.5 Officers working overtime for Packer games and other stadium events requiring the implementation of the Incident Command Structure shall be compensated at twice their regular rate of pay for all hours worked. The parties agree that all events associated with the 2025 NFL Draft are not considered stadium events, and overtime associated with the 2025 NFL Draft shall be compensated at time and one-half.
- 6.8.6 Use of Day Shift for Staffing Holdover on Day of Packer Games. On Packer game days, a holdover of officers to complement staffing until Packer personnel return for road duty shall be filled by seniority from a combined pool of day shift officers working that day. Such overtime shall commence at the end of the officer's normal shift. If enough officers do not volunteer, openings shall be filled by inverse seniority from this same pool. Payment shall be at double time for time worked.
- 6.9 STAND-BY PAY. Officers asked to be available for immediate call to duty shall receive an hourly rate of pay equal to 15% of the top patrol officers' hourly rate for every hour in which they are on stand-by. When actually called to duty, they shall be compensated according to Article 6 and/or Article 11 of this Agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority from among those signing a posting.
- 6.10 ASSIGNMENTS OUT OF CITY. When an officer is assigned to perform duties out of the City which requires the officer to be out of the city overnight, in connection with their responsibilities as an officer for the Green Bay Police Department, the following shall apply. Compensation for training and/or schools shall be in accordance with Article 29.
- 6.10.1 The work assignment starts when the officer reports to the police department for duty assignment and ends when the officer returns to the police department. In the event an officer must travel on an off day, the City does not guarantee any number of hours. In the event an officer is required to work on a scheduled off day, the City retains the right to schedule travel time with sufficient time to reach the destination.
- 6.10.2 Transportation shall be provided as determined by the department.
- 6.10.3 If the officer is on a work day, the officer shall flex their normal work hours to accommodate travel time and work hours to the extent deemed appropriate by the department. The City may assign normal police duties on the day of travel, and require officers to work normal police duties until travel begins.
- 6.10.4 While on the out of city job assignment, an officer shall flex their normal work hours so as to accommodate the times that job duties are to be performed out of city (for example, if the officer works the night shift and the job assignment is to testify in court, the department shall have the option of directing the officer to start the work day at 6:00 a.m. the following day when the officer is to be in court).
- 6.10.5 An officer shall not be compensated in any fashion during the hours of 10:00p and 6:00a provided that the officer is not required to perform job duties during these hours. If an officer is required to perform job duties during these hours the officer shall be compensated only for the time spent performing those duties. All other hours during the out of city assignment shall be compensable as work hours, either as actual hours of work, or hours spent engaged to wait or waiting to be engaged for work.
- 6.10.6 Once notified of the court date, officers may not take off time on that date. See 6.4.1.

6.11 PAY BACK COMPENSATION. Until December 31, 2017 all accrued payback compensation shall be used by Employee prior to the last date of employment, or paid out at the time employee separates from employment. Effective January 1, 2018 payback time will not accrue in excess of 100-hours. Any hours in excess of the 100-hour maximum on January 1, 2018 will be paid out at employee's then current rate of pay. Payment will be made as soon as administratively practicable after January 1, 2018. Thereafter, earned hours in excess of the 100-hour maximum will be paid out as they are earned.

ARTICLE 7

SELECTION FOR SPECIALTY TEAMS AND ASSIGNMENTS

7.1 Regular assignments are those specialty assignments that are the officer's regular shift duties, and include:

- 7.1.1 Community Police Unit
- 7.1.2 Canine Unit
- 7.1.3 School Resource Officer Unit
- 7.1.4 Neighborhood Response Team
- 7.1.5 Drug Task Force
- 7.1.6 Traffic Unit
- 7.1.7 Professional Standards Division
- 7.1.8 Full-time positions in the Training Division (i.e., Range Master)
- 7.1.9 Animal Control Officer
- 7.1.10 Behavioral Health Officer

7.2 Detached assignments are those assignments that are separate from and supplementary to a member's regular assignment and include:

- 7.2.1 Special Weapons and Tactics (SWAT) Team
- 7.2.2 Dive Team/Dive Team Support
- 7.2.3 Peer Officer Support Team (POST)
- 7.2.4 Crisis Negotiation Team
- 7.2.5 Detached instructor positions in the Training Unit
- 7.2.6 Field Training Officer (FTO) Program
- 7.2.7 Marine Unit
- 7.2.8 Honor Guard
- 7.2.9 Police Motorcycle Operator/Instructor
- 7.2.10 Traffic Crash Reconstruction Team

7.3 Selection Process for Specialty Units

7.3.1 POSTING. Openings for specialty team positions will be announced either through posting or electronic communication to all officers. The announcement will include a description of the assignment; the closing date if any to apply for the assignment; requirements to be eligible for assignment; expiration date of the list; and description of the selection process.

7.3.2 MEMBER APPLICATION. The posting will indicate if the officer needs to provide

written notice, prepare a letter of interest, provide a resume, or other means of applying for the assignment.

7.3.3 PROCESS FOR SELECTION. The selection process shall consist of the following:

- a. At the time of the closing date of the posting, the candidate must meet posted requirements to be considered further for the assignment or specialty position.
- b. Interview by a panel including at least one GBPPA member designated by the Association and one member from an outside police agency or community member with a relevant skill set. The interview shall be scored on a 100-point scale and the officer's score will equate to the number of points received by the interview panel. The candidate must receive a score of 70 percent or higher to continue in the process.
- c. A Peer Review consisting of:
 - Peer review forms will be sent to 10 members of the same rank with whom the candidate currently works. Peer reviewers will be randomly selected. In addition, peer review forms will be given to the member's direct supervisor and one other supervisor. A GBPPA representative shall observe the reviewer selection process.
 - Reviews will be in the form of a survey using a 5-point Likert scale to measure peers' opinions of specific skills and abilities related to the specialty position.
 - The Peer Review shall be scored on a 100-point scale. The reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine the final score.
- d. Each candidate's cumulative score shall be determined by weighting the interview score at 80 percent and the peer review score at 20 percent.
- e. Upon successful completion of the selection process, the candidate's seniority points will be added to their cumulative score for the interview and peer review to reach a final score. Using the candidate's seniority date, the candidate shall receive one point for every 3-complete years of service.
- f. Candidates will be ranked by their final overall score and the candidate with the most points will be offered the position. In the event of a tie the candidate with the highest seniority will be offered the position.
- g. The Chief may skip a candidate on the eligibility list with sustained allegations of serious policy violations. The decision to skip a member on an eligibility list for a specialty assignment is subject to the grievance procedure outlined in Article 3, but such grievance does not include the right to grieve prior discipline.
- h. If an insufficient number of eligible members apply for a specialty assignment, the Association and the City shall meet and confer as to how

759 to proceed. In the event that the parties cannot reach agreement as to
760 how to proceed, the City may withdraw the specialty assignment posting,
761 or:

- 762 • The position shall first be re-posted, opening eligibility to any non-
763 probationary member.
- 764 • After that, if there is still an insufficient number of applicants, the
765 position shall be filled by inverse seniority among non-probationary
766 members.

767 7.3.4 Should the City choose to establish an additional shift or fill a vacancy in any
768 specialty unit, that shift or vacancy shall first be offered to members of that unit by
769 overall seniority.

770 7.3.5 Should a member choose to leave a permanent specialty assignment, they may do
771 so by requesting the same. If the officer decides to return to regular duty during
772 the first 30-days in the specialty assignment, they shall return to their previous
773 assignment and shift. After 30-days, if the member leaving the assignment is an
774 Officer, they shall transfer to whatever opening exists in the Patrol Division until
775 such time that openings arise on other shifts and the officer's department seniority
776 allows movement to another shift. A sergeant in this situation shall transfer to
777 whatever patrol sergeant position is available. A detective in this situation shall
778 return to the Detective Division.

779 7.4 SCHOOL RESOURCE OFFICER. To be eligible for appointment to the School Resource
780 Officer position, a member must have at least 3-years' experience as a Green Bay Police
781 Officer. Selection shall be as described in Section 7.3.

782 7.4.1 School Resource Officers shall receive pay consistent with Schedule A of this Agreement.

783 7.4.2 The SRO shall work a 5/2 work schedule during the school year. Hours of work for
784 this position shall be 7:00a-3:30p. Summer schedule is a 5-2/4-3 schedule. Each SRO
785 shall accumulate 1-work day every other week while school is in session and bank
786 that day for off time during the summer months. Accumulated banked days cannot
787 be carried over to the next school year.

788 7.5 CANINE UNIT. To provide maximum availability for normal canine handling duties, newly
789 appointed Canine Unit officers shall not serve on more than one other specialty unit at the
790 same time.

791 7.5.1 Qualifications for this position are:

- 792 a. Minimum of 3-years as a Green Bay police officer.
- 793 b. The selection process for Canine Officers will be in accordance with Section 7.3.
- 794 c. Prior to the selection process as described in section 7.3, candidates will be required
795 to pass a physical agility test reasonably designed to measure their ability to perform
796 the Canine Officer role. This test shall be administered on a pass/fail basis; a member
797 must pass the test to continue in the selection process.
- 798 d. The commitment by the officer to remain in the program shall be 5-years. The
799 commitment requirement is met by the employee spending 3-years in the

800 program. Any officer who enters the program and becomes eligible for
801 promotion during the first 3-years of the program must waive their opportunity
802 for any promotion until the full 3-year commitment to the program is
803 completed unless the parties mutually agree otherwise.

804 e. For Canine Officers appointed after July 1, 2016 the length of assignment will be
805 10 years or the work life of 2 of the officer's dogs, whichever is greater. The
806 Canine Officer may be considered for additional Canine Officer assignments by
807 applying for the position.

808 7.5.2 The Canine Unit shall work 5-days on, followed by 3-days off on a rotating schedule.
809 The Canine Unit shall work 8½-hours per day in the same manner as shift personnel.

810 7.5.3 The Canine Officer shall be responsible for 17-hours of maintenance training per
811 month on a yearly average. Canine officers shall be paid at straight time pay for up to
812 171-hours in the 28-day cycle, if the training pushes the officer over the 171-hours
813 they would receive 1½ pay for those hours (this provision is to address training only
814 and is not a waiver of other contractual overtime i.e., time in excess of 8½ hours in a
815 day). Additional training shall be available with supervisory approval.

816 a. When feasible all canine officers will train together as a unit.
817 b. Training will be twice per month.
818 c. Training will be allowed regardless of staffing or call volume, except in
819 emergency situations as determined by the Chief of Police or designee.

820 7.5.4 The Canine Unit shall submit to recertification training as scheduled by the
821 Department. A Canine Patrol Officer shall adjust their workweek for training
822 purposes and be compensated at the straight time rate for all time spent in
823 recertification training. When the Department adjusts the workweek, an officer's
824 adjusted off day(s) will be placed either immediately before or immediately after the
825 officer's regular off days in the week following recertification training.

826 7.5.5 Canine demonstrations shall be authorized by the Operations Commander and shall
827 be compensated by compensatory time at straight time on an hour-for-hour basis.
828 Canine demonstrations shall be mutually agreed upon by both the Canine Patrol
829 Officer and the Operations Commander. Mandatory demonstrations shall be paid at
830 1½-times.

831 7.5.6 Vacation and other off time shall be administered on an hour for hour basis in the
832 same manner as shift personnel.

833 7.5.7 Canine Patrol Officers shall be paid for the same number of hours for holidays as if
834 they were a regular shift employee.

835 7.5.8 The Canine Patrol Officer shall be allowed to use the Canine vehicle for personal use
836 within the city limits if the Canine partner is along in the car with the officer.

837 7.5.9 When there is not a GBPD Canine working in accordance with Section 7.3, a GBPD
838 Canine shall be called in by seniority; except that an on-duty Canine Unit from
839 another police agency shall be called in if it is available for immediate response and
840 the time of response is in good faith considered to be as fast as that of an off-duty

841 GBPD Canine Unit.

842 7.5.10 The Canine Patrol Officer shall be subject to the residency requirements as outlined

843 in Article 34, Residency, of the Agreement.

844 7.5.11 The Canine Patrol Officer shall be paid \$195 per pay period for all care and

845 maintenance of the canine. If the Canine Patrol Officer must take the canine to the

846 vet for care, the officer shall receive payback time at the straight time rate for time

847 spent at the veterinary office.

848 7.5.12 Existing Canine Officers will not be subject to fitness/agility testing identified

849 in 7.5.1(c).

850 7.6 SWAT TEAM

851 7.6.1 Team requirements include:

852 a. Minimum of 3-years as a police officer.

853 b. Attend SWAT training as required.

854 c. Be willing to respond to SWAT call-ups and serve in whatever capacity as

855 required by the OIC on the scene.

856 d. The selection process will be in accordance with Section 7.3.

857 e. Prior to the selection process as described in Section 7.3, candidates will be required

858 to pass a physical agility test reasonably designed to measure their ability to perform

859 the SWAT role, and a firearms qualification test. These tests shall be administered on

860 a pass/fail basis; a member must pass each test to continue in the selection process.

861 f. The SWAT Team may train up to 17-hours per calendar month. Upon

862 management approval, the SWAT Team may conduct one (1) 40-hour in-service

863 training per year in addition to the monthly training, for which SWAT Team

864 members shall adjust their work week.

865 g. Training hours may not be carried over outside the calendar month except the

866 SWAT Commander may grant exceptions on a case-by-case basis to facilitate

867 special training needs. The compensation for this training shall be actual hours

868 at time for time via payback for those on their off time. All training plans and

869 schedules must be approved by SWAT supervisory personnel. SWAT Team

870 officers may flex their workday to attend training in accordance with Appendix

871 B.

872 h. Nothing in this section prevents SWAT members, with supervisory authorization,

873 from attending additional training related to specialties within SWAT.

874 i. All SWAT Team members may earn up to 3-hours of time for time payback per

875 month for physical conditioning time. The tracking of these hours shall be

876 monitored between the SWAT Team members and SWAT Command staff.

877 j. The City shall provide SWAT members with certain basic clothing and safety

878 equipment as needed. (Examples include but are not limited to: kneepads,

879 safety glasses/goggles, basic duty uniform, holster, protective gloves.) The initial

880 costs as well as replacement costs of such equipment shall be based on average

881 costs determined by the SWAT Command staff.

882 **EXAMPLES:**

883 i. Night shift officer is scheduled to attend training January 4, 8:00a–
884 4:30p. This takes the place of the officer’s shift of January 3. At 9:00p
885 on January 2, (outside 24-hours prior to the affected shift) it is
886 determined the officer’s absence would cause the shift of the 3rd to
887 drop below the 2-person buffer. The officer is to be notified they cannot
888 attend the training, and be placed back on the officer’s regular shift.

889 ii. Day shift officer is scheduled to attend training January 4, 8:00a-4:30p.
890 The officer flexes to these hours. It is determined at 6:00a that day that
891 the 2- person buffer is not met. Upon arrival for training the officer
892 could be required to resume normal patrol duties for the remainder of
893 the shift.

894 iii. Afternoon shift officer is scheduled to attend training January 4,
895 5:00a-1:30p. This takes the place of the officer’s shift of January 4,
896 2:15p-10:45p. On January 3 at 9:00p, it is determined the 2-person
897 buffer shall not be met due to a sick call-in and injury. This occurred
898 inside the 24-hours, and thus the officer would still be allowed to attend
899 the training and any shift OT would be filled.

900 iv. The Shift Commander may grant exceptions on a case-by-case basis
901 dependent on the needs of the road. It is the officer’s responsibility to
902 adhere to the 14¼ hour maximum hours.

903 7.6.2 SWAT team members will follow all procedures and guidelines set forth in the SWAT
904 Policy of the Green Bay Police Department. Applicants should review the policy prior
905 to applying.

906 7.6.3 Members shall be subject to the residency requirements as outlined in Article 34,
907 Residency, of the Agreement.

908 7.7 CRISIS NEGOTIATION TEAM. The department shall maintain up to 6-officers trained as Crisis
909 Negotiators.

910 7.7.1 Crisis Negotiator requirements include:

911 a. Minimum of 3-years as a Green Bay police officer.

912 b. The selection process will be in accordance with Section 7.3.

913 c. Officers currently holding the position of negotiator shall retain their status
914 as long as desired, subject to removal for cause.

915 d. Crisis Negotiators shall train up to 4-hours per month. The CNT Supervisor
916 may grant exceptions on a case-by-case basis to facilitate special training
917 needs. The compensation for this training shall be actual hours at time for
918 time via payback for those on their off time. All training plans and schedules
919 must be approved in advance by CNT supervisory personnel.

920 e. Crisis Negotiators may flex their workday to attend training in accordance with
921 Appendix B.

- 922 f. Negotiators shall be trained in Command Post Bus and CAD operation.
- 923 g. Crisis Negotiators shall be provided with clothing identifying them as a
- 924 Negotiator for use during official call-outs.
- 925 h. Management reserves the right to determine how many Crisis Negotiators are
- 926 required in the event of a call-in. Call-ins shall be compensated per Article 6 of
- 927 this Agreement.
- 928 i. Crisis Negotiators shall be subject to the residency requirement as outlined in
- 929 Article 34 of this Agreement.

930 7.8 FTO PROGRAM. Officers performing the duties of a field training officer shall be

931 compensated at a rate of \$1.25 per hour for time actually spent training officers under the

932 program. Management maintains its right to make FTO assignments from the existing pool

933 of qualified FTOs. The officers so chosen shall serve as FTOs upon assignment until the Chief

934 of Police or designee and the officer mutually agree to the officer's removal.

935 7.8.1 FTO requirements include:

- 936 a. Minimum of 3-years as a Green Bay police officer.
- 937 b. The selection process will be in accordance with 7.3.

938 7.8.2 FTOs may flex the hours in their workday to attend meetings, training, or conduct

939 training.

940 7.8.3 FTOs attending meetings, training, or conducting training on their off day, or outside

941 their regular hours, shall be compensated at time for time payback.

942 7.8.4 The expectation of the FTO is to complete all Daily Observation Reports (DOR) by

943 the end of the work shift that is being evaluated, or prior to the start of the next work

944 shift. With prior approval from a Field Training Supervisor (FTS) an FTO may finish the

945 DOR at the end of the work shift being evaluated, or prior to the next work shift. Such

946 time will be compensated at time for time payback.

947 7.8.5 Supervisory approval will be required prior to any FTO flexing their hours or

948 performing work outside their regular duty hours.

949 7.8.6 **Field Training Supervisor Pay: Field Training Supervisor Pay shall be paid at a flat rate**

950 **of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week**

951 **training cycle payable the first pay period following completion of the training cycle.**

952 **To receive Field Training Supervisor pay, a supervisor must conduct weekly meetings**

953 **with the Field Training Officer and the trainee, as well as weekly Field Training**

954 **Supervisor Reports.**

955 7.9 COMMUNITY POLICING UNIT (CPU).

956 7.9.1 CPU requirements include:

- 957 a. Minimum of 3-years as a Green Bay police officer.
- 958 b. The selection process will be in accordance with Section 7.3

959 7.9.2 Job Duties. CPU Officers shall be assigned geographical boundaries with the basic

960 mission to interact with the neighborhood and community with the officers using

their own initiative in solving problems and meeting neighborhood and community needs. Specific job duties shall be determined and set by the department from time to time.

7.9.3 Shift Assignments. CPU Officers appointed after June 22, 2016, shall be assigned to the midday shift in the patrol division. Core hours for all newly appointed CPs will change from afternoon (2:15p-10:45p) to midday (10:30a-7p), but all current CPs shall retain their current core hours and corresponding shift differential.

7.9.4 Shift Schedule Deviations. With supervisory approval CPU Officers may voluntarily deviate from the afternoon shift schedule to accommodate the neighborhood/community needs as long as hours consistent with the 5/3 schedule are maintained.

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

7.9.6 Vacation. CPU Officers shall select vacation separate from the afternoon shift of the Operations Division, however may not schedule the same time period as their geographical partner without approval of the supervisor.

7.9.7 Other Assignments. Except in cases of emergency, CPU Officers shall not be reassigned, or voluntarily work to fill minimum staffing, CPU Officers will not be assigned to or voluntarily work posted special events outside of their community policing zone.

7.10 NEIGHBORHOOD RESPONSE TEAM (NRT): The Neighborhood response team shall be comprised of officers from the operations division (number determined by the chief of police) who shall perform similar duties as a Community Police Officer but shall not be assigned to a particular neighborhood. The NRT shall be used, in whole or part, in conjunction with investigations, patrol and community police to focus directed patrol strategies to include but not limited to gun violence, violent crime, and social disorder.

Requirements of NRT Officer include:

- a. Minimum of 3-years as a Green Bay Police Officer
- b. The Selection process will be in accordance with Section 7.3.
- c. NRT Officers will not count towards safety staffing levels.
- d. Core hours will be 4:00 PM to 12:30 AM on a 5/3 work schedule
- e. NRT officers may flex their workday up to and including afternoon shift or evening shift only.
- f. Vacation. Up to 50% NRT Officers shall be allowed off for vacation or other time off unless approval is obtained from the supervisor. In the event there are an odd number of NRT officers, the eligibility for vacation will be rounded up.
- g. Excess Hours. Hours approved by a supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the

- 1004 officer to meet the needs of the officer's duties. These hours are compensated at
1005 straight time off in compliance with FLSA limitations. No officer may alter a work
1006 schedule for the sole purpose of qualifying for posted overtime with the exception
1007 of Packer Games.
- 1008 h. Shift differential: NRT will receive shift differential of four hours a month per Article
1009 11.1
- 1010 i. Other Assignments. Except in cases of emergency, NRT Officers shall not be
1011 reassigned, or voluntarily work to fill minimum staffing or special events.
- 1012 7.11 DIVE TEAM:
- 1013 7.11.1 Dive Team requirements include:
- 1014 a. Minimum of 3-years as a Green Bay police officer.
- 1015 b. The selection process will be in accordance with Section 7.3.
- 1016 c. Prior to the selection process as described in section 7.3, candidates will be required
1017 to pass a physical agility test reasonably designed to measure their ability to perform
1018 the Dive Team role. This test shall be administered on a pass/fail basis; a member
1019 must pass the test to continue in the selection process.
- 1020 d. The training of the dive team shall be up to 12-training sessions per year. Training
1021 shall be preapproved by the dive team supervisor. The number of training
1022 sessions may be increased with the approval of the Chief of Police. It's
1023 contemplated that training sessions shall include all members of the dive team
1024 for training. Training that can be conducted by dive team members may be done
1025 in smaller groups. Dive team members may not attend training as a part of their
1026 work day if the attendance creates overtime on their shift.
- 1027 e. Members may flex their work day or receive payback compensation for attending
1028 or conducting dive related meetings and/or training on their work day. Members
1029 attending or conducting dive related meetings, equipment maintenance and/or
1030 training on their off time shall be compensated at time for time payback.
1031 Supervisor approval shall be required prior to any member flexing their hours or
1032 performing duties on their off time. Flexing shall be consistent with Appendix B.
- 1033 f. Members must be willing to respond to Dive Team call-ups pursuant to the
1034 procedures for allocation of overtime assignments under Article 6, and perform
1035 the duties as required by the OIC in charge (i.e. drivers, line tenders or other
1036 duties) excluding assignment as boat driver.
- 1037 g. Members must attend SCUBA certification training and any other training
1038 deemed necessary by the Dive Team Commander.
- 1039 h. Members must follow all procedures and guidelines set forth in the Dive Team
1040 Policy of the Green Bay Police Department. Applicants should review the policy
1041 prior to signing up.
- 1042 i. Dive Team Members shall be subject to the residency requirements as outlined
1043 in Article 35, Residency, of the Agreement.
- 1044 j. All Dive Team members may earn up to 3-hours of time for time payback per

month for physical conditioning time. The tracking of these hours shall be monitored between the Dive Team members and the supervisor.

7.11.2 Dive Support officers will be responsible for providing support for the Dive Team in the area of equipment maintenance and operation, diver line tending, general assistance to the divers, and other duties as needed. Dive Team Support Officer requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with 7.3.
- c. The department will maintain up to 6-Dive Support officers.
- d. Management reserves the right to determine how many Dive Support officers are required in the event of a call-in. Call-ins will be compensated per Article 6.
- e. Dive Support officers will train in conjunction with the Dive Team personnel under the Dive Team Training guidelines. The Dive Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Dive Support officers may flex their workday to attend training in accordance with Appendix B.
- f. Officers engaging in other Dive Support duties on their off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.
- g. When an opening for a position of Diver becomes available, the position will first be offered to Dive Support officers by seniority, prior to a general department posting.

7.11.3 Members of the Dive Team may be removed by written request of the team leader and a majority of the Dive Team members.

7.12 MARINE UNIT: When trained, officers assigned to the unit shall be deemed qualified to receive assignment to patrol the Fox River within the City of Green Bay and operate the Dive Team Boat under the procedures for allocation of overtime assignments contained in Article 6. The Marine Unit or Dive Team is at the mercy of the weather; therefore, the assignment may be cancelled at any time prior to the scheduled starting time without relief. Once the assignment starts and, in the case of the Marine Unit if it was scheduled for 3-hours or more, there shall be a minimum of 3-hours paid. The decision to cancel a Marine Unit assignment shall be made by a Marine Unit supervisor or the Shift Commander.

7.12.1 The department will create a Marine Unit, whose duty will be operation of the department watercrafts for purposes of harbor patrol and boat operation, including all related equipment, both for general harbor patrol duties, and watercraft operation in support for the department Dive Team. Marine Unit requirements include:

- a. Minimum of 3-years as a Green Bay police officer.

- b. The selection process will be in accordance with Section 7.3.
- c. Prior to the selection process as described in section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the Marine Unit role. This test shall be administered on a pass/fail basis; a member must pass the test to continue in the selection process.
- d. The department will maintain a minimum of 10-officers in the Marine Unit.
- e. Management reserves the right to determine how many Marine Unit officers are required in the event of a call-in. Call-ins, as well as posted harbor patrol details will be compensated per Article 6.
- f. Marine Unit officers will receive training in general watercraft operation, care, operation and maintenance of related equipment, navigation training, related waterway laws, and skills required for operation around divers.
- g. Marine Unit officers will train up to 8-hours per month. The Marine Unit Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Officers will train on a rotating basis with the Dive Team as scheduled by the Dive Team supervisory personnel. When not assigned to Dive Team training that month, the remaining Marine Unit officers will train separate from the Dive Team. Compensation for training will be actual hours at time for time via payback for those on their off time.
- h. Marine Unit officers may not attend training or perform equipment maintenance as part of their workday if the attendance creates overtime on their shift. Marine Unit officers may flex their workday to attend training in accordance with Appendix B.
- i. Officers engaging in other non-call-in Marine Unit duties on their regular off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.

7.13 COMMUNITY CRISIS INTERVENTION TEAM (CCIT):

7.13.1 CCIT requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.

7.13.2 The purpose of the CCIT is to:

- a. Establish a task force of officers to become the CCIT experts for the department.
- b. Track CCIT related calls for service to assist with analyzing mental health issues and calls for services to allow for the adoption of a problem-solving approach to mental health issues.
- c. Enhance community awareness and safety through information sharing.
- d. Increase officer safety through training and effective information sharing.
- e. Enhance community safety and reduce department workload by connecting consumers with services to help solve underlying problems thus trying to

1126 reduce chronic repeated calls with the same individual.

1127 7.13.3 Composition/Method of Selection: The Department will attempt to assign officers
1128 from the following shifts:

3-Day Shift	2-Midday Shift	3-Afternoon Shift
2-Evening Shift	3-Night Shift	3-Community Police
3-School Resource	2-Detective	

1129 The number of members assigned per shift shall be maintained. If a vacancy occurs
1130 because of a member leaving the shift or the team, then the position shall be posted
1131 for that shift. Those officers currently possessing the initial 40-hour introductory
1132 training through National Association on Mental Illness at the time the initial team
1133 posting comes down, shall become voluntary members of the team if they choose
1134 (aka: grandfathered) and be eligible for all provisions of 7.13. Should an officer choose
1135 to move to another shift or position, the officer shall be allowed to participate, but
1136 shall not be eligible for training and compensation provisions of 7.13. Any such
1137 officer may post back into full team status via future postings.

1138 7.13.4 Training Opportunities: Members selected to the CCIT shall receive CCIT and mental
1139 health related training. Members shall then select a CCIT specialty (two to three
1140 members per specialty), such as Post Traumatic Stress Disorder (PTSD),
1141 Schizophrenia, Alzheimer's and Elder care issues, etc. for focused training. The
1142 number of members in a specialty area and the selection of a specialty shall be made
1143 between the members of the CCIT and their supervisor with the supervisor having
1144 the final decision. The member shall then voluntarily attend any professional
1145 meetings and/or training within the employee's specialty. Specialized and
1146 non-specialized training opportunities and meetings shall be rotated among the
1147 members of the CCIT.
1148

1149 7.13.5 Compensation: Members attending CCIT related meetings and/or training shall be
1150 allowed to flex their hours in their work day. Members attending CCIT related
1151 meetings and/or training on their off day shall be compensated at time for time rate
1152 via payback. Members shall be allowed to voluntarily perform CCIT duties on their
1153 off time and shall be compensated at time for time rate via payback. Members who
1154 present or conduct training outside of their normal work hours shall be
1155 compensated at time for time via payback. Members shall be compensated for
1156 travel time and such travel time shall be included in the total sum of time beginning
1157 when members leave the GBPD and end when they return to the department.
1158 Supervisory approval shall be required prior to any member flexing their hours or
1159 performing duties on their off time. Under no circumstances shall an officer
1160 receive contractual overtime based on their membership in the CCIT. All
1161 compensation must be in compliance with the Fair Labor Standards Act.

1162 7.13.6 Duties: The following duties shall be in addition to the duties of the officer in their
1163 current capacity:

- 1164 a. Conduct follow-up investigations and analysis of CCIT related activity.
1165 b. Present to community groups about CCIT, mental health issues and the

1166 department response.

1167 c. Participate in and represent the GBPD at professional law enforcement
1168 organization meetings regarding CCIT and mental health issues.

1169 d. Participate in and represent the GBPD at mental health organization meetings
1170 regarding CCIT and mental health issues.

1171 7.13.7 In the event the Department implements mandatory CCIT training for all sworn
1172 members, Section 7.13 shall become moot. In this event, the Department shall
1173 establish a CCIT Coordinator position in the Behavioral Health Unit to coordinate
1174 CCIT training for all members.
1175

1176 7.14 BEHAVIORAL HEALTH UNIT (BHU): BHU requirements are:

1177 7.14.1 Minimum of 3-years as a Green Bay police officer.

1178 7.14.2 The selection process will be in accordance with Section 7.3.

1179 7.14.3 Officers selected for the BHU position will attend and complete the 40-hour CIT
1180 Certification Course.

1181 7.14.4 Officers will be assigned to an administrative schedule, (5-2, 4-3); the primary hours
1182 will be 10:30 am-7:00 pm.

1183 7.14.5 Except in cases of emergency, BHU Officers shall not be reassigned, or voluntarily
1184 work to fill minimum staffing.

1185 7.14.6 With supervisory approval BHU Officers may voluntarily deviate from their shift
1186 schedule to attend meetings, appointments, etc. as long as hours consistent with
1187 the Administrative schedule are maintained.

1188 7.14.7 BHU Officers shall select vacation separate from the Mid-Day shift of the Operations
1189 Division.

1190 7.14.8 Hours approved by a supervisor that are worked in excess of the scheduled workday
1191 shall be compensated in accordance with Article 6. An exception is when the
1192 approved work is performed at the initiative of and voluntarily by the officer to meet
1193 the needs of the officer's assignment in the BHU. These hours are compensated at
1194 straight time off in compliance with FLSA limitations. No officer may alter a work
1195 schedule for the sole purpose of qualifying for posted overtime with the exception
1196 of Packer Games. (CPTE)

1197 ~~7.14.9 This will be a 3 year assignment, with a possible extension of an additional 1 year.~~
1198 ~~Upon completion of this assignment, the officer will return to the division where the~~
1199 ~~officer left and slot in where the officer's seniority will take them. The officer may~~
1200 ~~apply for an alternative position available by department wide posting during or at~~
1201 ~~the completion of this assignment. An Officer may reapply but the list of candidates~~
1202 ~~must be exhausted prior to receiving an additional assignment.~~

1203 7.15 PEER OFFICER SUPPORT TEAM (POST):

1204 7.15.1 The purpose and requirements of POST are:

1205 a. Establish a team of officers to become skilled in facilitating critical incident

- 1206 stress related debriefings, defusing, managing, supporting and educating
1207 officers involved in critical incidents.
- 1208 b. Provide individual, voluntary and confidential coaching for officers in trauma
1209 recognition and resolution, job stress management strategies, and professional
1210 growth and development.
- 1211 c. Minimum of 3-years as a Green Bay police officer.
- 1212 d. The selection process will be in accordance with Section 7.3.
- 1213 7.15.2 Composition/Method of Selection: The Department will make reasonable efforts to
1214 evenly distribute POST assignments to each shift and assignment.
- 1215 7.15.3 Training Opportunities: Members selected to the POST will receive training related
1216 to the team's functions. Members will then select a POST specialty such as
1217 Debriefing, Defusing, Grief and Loss, Crisis Management Briefing, Critical Incident
1218 Adjustment Support or Pre-Crisis Education. The number of members in a specialty
1219 area and the selection of a specialty will be made between the members of the POST
1220 and their supervisor with the supervisor having the final decision. The member will
1221 then voluntarily attend any professional meetings and/or training within their
1222 specialty. Specialized and non- specialized training opportunities and meetings shall
1223 be rotated among the members of the POST.
- 1224 7.15.4 Compensation: Members attending POST related meetings and/or training shall be
1225 allowed to flex their hours in their workday. Members attending POST related
1226 meetings and/or training on their off day shall be compensated at time for time rate
1227 via payback. Members will be allowed to voluntarily perform POST duties on their
1228 off time and will be compensated at time for time rate via payback. Members who
1229 present or conduct training outside of their normal work hours will be compensated
1230 at time for time via payback. Members will be compensated for travel time and such
1231 travel time will be included in the total sum of time beginning when members leave
1232 the GBPD and end when they return to the department. Supervisory approval will be
1233 required prior to any member flexing their hours or performing duties on their off
1234 time. Under no circumstances will an officer receive overtime based on their
1235 membership in the POST.
- 1236 7.15.5 Duties: The following duties will be in addition to the duties of the officer in their
1237 current capacity:
- 1238 a. Facilitate critical incident debriefing at shift level and department level.
- 1239 b. Provide private crisis intervention services as needed, while working within level
1240 of competence and make appropriate referrals.
- 1241 c. Communicate ongoing information to the POST coordinator after deployment.
- 1242 d. Attend and facilitate POST training to maintain skills and abilities.
- 1243 e. Update peer support nomination/information forms to reflect current
1244 experience, education, and training in crisis management.
- 1245 7.16 HONOR GUARD UNIT:
- 1246 7.16.1 Honor Guard requirements include:

1247 a. There are no minimum years of experience required. There will be a Department
1248 wide posting and selection based on seniority.

1249 7.16.2 Honor Guard members selected to participate in Honor Guard Unit events shall be
1250 allowed to flex the hours in their workday for the purpose of travel to and/or
1251 attendance at events as requested by the Honor Guard Commander or designee.

1252 7.16.3 This is intended to primarily apply to events where attendance at the event would
1253 serve as part or all of their workday depending on the length of the event.

1254 7.16.4 Events short in nature, generally under 5-hours in length, shall continue to be
1255 compensated via payback for those on their normal off time.

1256 7.16.5 Voluntary training attended by a member on their normal off time shall be
1257 compensated at a time for time rate via payback.

1258 7.17 POLICE MOTORCYCLE OPERATOR/INSTRUCTOR:

1259 7.17.1 Motorcycle Operator Qualifications:

1260 a. Minimum of 3-years of service as a full-time, sworn police officer.

1261 b. Current Class M (motorcycle) endorsement.

1262 c. Successful completion of the Motorcycle Operator certification course.

1263 d. Position openings will be based on needs and/or openings on a shift. The Chief
1264 will post department wide the number of positions available to attend the
1265 Motorcycle Operator certification course. If more officers sign to attend the
1266 Motorcycle Operator certification course than positions available or anticipate
1267 being available, then seniority will determine who attends the training.

1268 7.17.2 Motorcycle Instructor: In addition to all requirements in 7.17.1:

1269 e. Successfully complete a nationally recognized Police Motorcycle Instructor Course.

1270 f. Successfully complete Instructor recertification.

1271 g. The selection process will be in accordance with Section 7.3.

1272 7.17.3 Police motorcycle instructors shall perform instruction under the same guidelines as
1273 members of the Training Unit with regards to compensation and flexing of work
1274 days/hours.

1275 7.17.4 All other standards set forth in the GBPD Motorcycle Unit Policy shall apply.

1276 7.18 TRAFFIC CRASH RECONSTRUCTION TEAM:

1277 7.18.1 Requirements include:

1278 a. Minimum of 3-years as a Green Bay police officer.

1279 b. The selection process will be in accordance with 7.3

1280 7.18.2 New members shall not be limited to those in the uniformed Patrol Division.
1281 Members assigned to the team must successfully complete extensive initial training
1282 sessions for the position. Team members shall flex their workday/workweek to
1283 attend Traffic Reconstruction Team training.

1284 7.18.3 The desirable qualification of the Traffic Crash Reconstruction Team is a commitment

by the officer to remain on the team for 5-years. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive the officer's opportunity for any promotion until the full 3-year commitment to the program is completed.

7.18.4 Should an officer accept a position outside of the patrol division, excluding promotion to Command Officer rank, such officer shall retain the officer's status as a Traffic Crash Reconstruction Team member.

7.18.5 A Traffic Crash Reconstruction Team member may elect to discontinue the officer's status as a member after satisfying the 5-year commitment.

7.18.6 It is contemplated that this team shall be comprised of 4-members.

7.19 TRAINING UNIT: To establish a formal Training Unit made up of officers and supervisors responsible for providing continuing training in the Green Bay Police Department. The Department shall determine the number of officers in the Training Unit and the subjects of training for members of the Department. The Training Unit shall relate to training in the certifications of firearms, DAAT, EVOC, professional communications and vehicle contacts.

7.19.1 Training Unit requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Section 7.3.

7.19.2 Composition of Unit. The Training Unit shall be comprised of members of the GBPD. One-half of the members of the Training Unit may come from the supervisors of the Department. One-half of the Training Unit shall come from members of the Police Association. Note: Management reserves the right to determine the supervisors who shall be part of the unit on an annual basis. The Training Unit supervisory staff may assign the Range Master to other shifts or work hours on their normal workday for training purposes.

7.19.3 Selection of Trainers. The complement of trainers would be selected from officers from Days/Special (excluding SROs and DTFs), Afternoons/CPOs, Evenings/Nights and the Detective Division.

7.19.4 Participation in Training Unit. Any Training Unit members who receive department sponsored training shall be committed to the Unit for 4-years. The Training Unit members may be directed to use their skills in any department position as directed by the Training Unit supervisory staff.

7.19.5 Assignment of Training. A minimum of 50% of the training assignments in any calendar year (on an hour-by-hour basis) shall be assigned to members of the Association. All training that Training Unit members attend shall be compensated under Article 29 of the Collective Bargaining Agreement with payback. All Training Unit meetings and training provided by Training Unit members who are instructing shall be compensated at time for time payback. Any time spent by a trainer in addition to 8½-hours conducting training shall be compensated at time and a half.

Unit members agree they are volunteering to change shifts as directed by the Training Unit. The Training Unit may assign instructors to other shifts or work hours

for training purposes. The Department shall provide a 14-day notice for involuntary flexing of hours. The Training Unit may assign instructors to other shifts or work hours for in-service. Training Unit officers/supervisors conducting any training shall be required to document the training as directed by the Training Unit and submit the documentation to the Training Unit.

7.19.6 Selection for Education Opportunities. Training Unit members shall receive first opportunity for any training in any discipline in the Training Unit by seniority by shift.

Training opportunities for each shift shall be determined on the basis of the needs of the shift and after the consultation with the Training Unit members and Association representatives. If only one officer is to be trained in a certification, the training will be determined by the Police Department from the Training unit membership. In addition to the Rangemaster, the two nonsupervisory Training Unit members on each shift shall be trained and be eligible for recertification training in Firearms and DAAT certifications. These officers shall be eligible for training and recertification training in other certifications.

7.19.7 This Training Unit defines and deems “training” as neither a supervisory nor non-supervisory duty assignment, nor a duty assignment which may be performed by either supervisors or non-supervisors.

7.20 PROFESSIONAL STANDARDS DIVISION OFFICER POSITION:

~~7.20.1 A minimum of 3-years as a Green Bay Police Officer is required for this position. Officers shall be selected from the pool of Field Training Unit Officers (FTOs) To qualify, an FTO must have previously been assigned at least one probationary officer for a minimum of one “step” as prescribed in the FTO program process. The active FTO lists to be used for selection shall be those maintained by the FTO Commander/Professional Standards Division (PSD).~~

~~7.20.2 Officers shall be assigned to this position for a 2-year, non-renewable period, regardless of the unit they were assigned from (FTO or Training). There is no time commitment to this position, however, once an officer accepts the position and leaves, whether by choice, completion of the assignment, or removed for cause, the officer shall not be eligible to re-apply.~~

~~7.20.3 Upon completion of this assignment, officers shall return to the opening available in the division they vacated, (Operations or Investigations) unless they post into an alternate position available at the completion of this assignment.~~

7.20.4 Officers shall be assigned to an administrative schedule, (5-2, 4-3), primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties required. All flexing of hours require **requires** supervisory approval.

7.20.5 Officers retain the ability to sign for all overtime they would have been eligible for had they not accepted the PSD position.

7.21 DRUG TASK FORCE (DTF).

7.21.1 DTF requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
 - b. The selection process will be in accordance with Brown County's process.
- 7.21.2 Shift:
- a. DTF shift will be a 5/2 – 4/3 schedule.
 - b. Shifts will commence at 11:30a–8p.
 - c. If court is scheduled for 10a or 10:30a, the officers will flex their shift (10a–6:30p).
 - d. If court starts before 10a, then the officer gets the court overtime.

~~7.21.3 Length of Term. This will be a 4-year assignment with no ability to reapply. Upon completion of this assignment, the officer will return to the division from which they came where the officer's seniority will take them. Officers shall have a 4-year commitment with no ability to re-up. Officers assigned to DTF shall have their current assignment credited toward that 4-year period (e.g., officer XX has been there 1½ years, so Officer X will have an additional 2½ years). The increased commitment will benefit the police officer, police department and the DTF. It will allow for training, schools, etc. that can only be justified with a longer commitment.~~

~~7.21.4 Assignment to DTF & Interview Panel. An interview process is acceptable – utilizing the BCSD's current system, as long as the GBPD union has a seat on that panel (the GBPD sitting on the panel for a GBPD interview). In addition, officer candidates shall no longer be limited based upon seniority – it shall be opened up to all officer's holding the rank of Advanced Police Officer (APO) and above.~~

7.21.5 Flex Time & Vacation Days. Officers must provide a minimum 24-hour advance notice when requesting vacation. Flex time shall be determined consistent with Appendix B.

7.22 TRAFFIC OFFICERS:

7.22.1 Traffic Officer requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.

7.22.2 Officers will be assigned to an admin schedule 5-2 Monday thru Friday, 4-3 Monday thru Thursday work week. Officers on the same shift will work opposite work weeks to allow Monday thru Friday coverage. Traffic officers may be posted for pre-determined shifts and schedules based on the specific needs of the community and the department (i.e. a traffic officer on the evening shift or night shift would be assigned to a group to help address OWI concerns). Traffic Officers would be allowed to flex their hours to allow for special projects or problem areas. Flexing of shifts will need prior approval from the supervisor.

7.22.3 The traffic officer will count towards safety staffing.

7.22.4 The department may provide training for salvage inspection to the traffic officer who will be placed on a schedule that will allow for salvage inspection. While on inspection assignment, and with prior supervisory approval, the officer's hours can be flexed for the purposes of facilitating inspections that could not be done due to the requestor being

1407 unavailable during the officer's normal working hours. In the event the salvage
1408 inspection duties on any given day have been completed, the officer will resume other
1409 traffic unit duties as assigned or needed. Officers trained in salvage inspection will be
1410 allowed to continue working as a salvage inspector after completing traffic assignment.
1411 While performing scheduled salvage inspection duties, traffic officers will not count
1412 toward staffing numbers.

1413 7.22.5 Police motorcycle operations certification is not required to be a traffic officer. If a traffic
1414 officer wishes to be motorcycle operation certified, the traffic officer(s) will be given
1415 preference to attend the certification training. All other requirements of the motorcycle
1416 unit must be met.

1417 7.22.6 This will not preclude other officers from being assigned to traffic duties. Traffic duties
1418 can be assigned to patrol officers as staffing allows.

1419 7.22.7 This will be a 4-year assignment, with a possible extension of an additional 2-years. Upon
1420 completion of this assignment, the officer will return to the patrol division where the
1421 officer's seniority will take them. The officer may apply for an alternative position
1422 available by department wide posting during or at the completion of this assignment. If
1423 a current traffic officer signs for a traffic officer position via department wide posting
1424 for a different shift and accepts the position, this officer's time in the traffic officer
1425 position does not start over and will be a continuation of the time already served as a
1426 traffic officer. Once an officer accepts and is assigned to the position as a traffic officer,
1427 that officer will not be eligible for another traffic assignment until all other eligible
1428 officers have had an opportunity to accept and be assigned to the traffic officer position.

1429 7.22.8 Excess Hours. Hours approved by a supervisor that are worked in excess of the
1430 scheduled workday shall be compensated in accordance with Article 6. An exception is
1431 when the approved work is performed at the initiative of and voluntarily by the officer
1432 to meet the needs of the officer's assignment. These hours are compensated at straight
1433 time off in compliance with FLSA limitations. No officer may alter a work schedule for
1434 the sole purpose of qualifying for posted overtime with the exception of Packer Games.

1435 7.23 ANIMAL CONTROL OFFICER

1436 7.23.1 Qualifications for this position are:

- 1437 a. Minimum of 3-years as a Green Bay police officer.
1438 b. The selection process for Animal Control Officers will be in accordance with Section
1439 7.3.

1440 7.23.2 Core hours will be 7:30 AM to 4:00 PM on an administrative work schedule.

1441 7.23.3 Animal Control Officers may flex their work hours with supervisory approval.

1442 7.23.4 Animal Control Officers shall not be counted toward minimum safety staffing.

1443 7.24 ~~RANGEMASTER~~ FULL-TIME TRAINING OFFICER / RANGEMASTER

1444 7.24.1 Qualifications for this position are:

- 1445 a. Minimum of 3-years as a Green Bay police officer.
1446 b. The selection process for Range Master or other full-time assignment of an officer

1447 to the Training Unit will be in accordance with Section 7.3.

1448 7.24.2 Core hours will be 6:00 AM to 2:30 PM on an administrative work schedule.

1449 7.24.3 The Rangemaster / training officer may flex his/her work hours with supervisory

1450 approval.

1451 7.24.4 The Rangemaster / training officer may, with supervisory approval, be compensated

1452 time-for-time via payback for voluntarily performing Rangemaster duties outside of

1453 his/her regular work hours, not including annual Department in-service training.

1454 7.24.5 Rangemaster / Full-time training officers must receive DAAT and Firearm certification

1455 within 6-months of appointment. If the selected candidate does not have the necessary

1456 training at the time of appointment, DAAT and Firearm training will be paid by the Police

1457 Department.

1458 7.25 TRAFFIC SERGEANT

1459 7.25.1 Qualifications for this position are:

1460 a. Minimum of one year as a GBPD Sergeant.

1461 b. The selection process for Traffic Sergeant shall be in accordance with Section 7.3.

1462 7.25.2 Hours: Core hours will be 6:00 AM to 2:30 PM on an administrative work schedule. The

1463 Traffic Sergeant may flex their schedule with supervisor approval for a valid operational

1464 purpose.

1465 7.25.3 Vacation: The Traffic Sergeant shall pick annual vacation leave individually.

1466 7.25.4 Excess Hours: Hours approved by a supervisor that are worked in excess of the

1467 scheduled workday shall be compensated in accordance with Article 6. An exception

1468 is when the approved work is performed at the initiative of and voluntarily by the

1469 sergeant to meet the needs of the sergeant's traffic duties. These hours are

1470 compensated at straight time off in compliance with FLSA limitations. No sergeant may

1471 alter a work schedule for the sole purpose of qualifying for posted overtime with the

1472 exception of Packer Games.

1473 7.25.5 Shift Differential: Sergeants will receive shift differential per Article 11.1.

1474 7.25.6 Other Assignments: The Traffic Sergeant shall only be allowed one other detached

1475 assignment per Article 7.2 and shall not be reassigned, or voluntarily work to fill

1476 minimum staffing or special events.

1477 7.26 CANINE SERGEANT

1478 7.26.1 Qualifications for this position are:

1479 a. Minimum of one year as a GBPD Sergeant.

1480 b. The selection process for Canine Sergeant shall be in accordance with Section 7.3.

1481 7.26.2 Hours: Core hours will be Mid-Day shift hours, 10:30 AM to 7:00 PM on an

1482 administrative work schedule. The Canine Sergeant may flex their schedule with

1483 supervisory approval and for a valid operational purpose.

1484 7.26.3 Vacation: The Canine Sergeant shall pick annual vacation leave individually.

1485 7.26.4 Excess Hours: Hours approved by a supervisor that are worked in excess of the

scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the sergeant to meet the needs of the sergeant's canine duties. These hours are compensated at straight time off in compliance with FLSA limitations. No sergeant may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.

7.26.5 Shift Differential: Sergeants will receive shift differential per Article 11.1.

7.26.6 Other Assignments: The Canine Sergeant shall only be allowed one other detached assignment per Article 7.2 and shall not be reassigned, or voluntarily work to fill minimum staffing or special events.

7.27 PROFESSIONAL STANDARDS DIVISION DETECTIVE POSITION

7.27.1 Qualifications for this position are:

- a. Minimum of one year as a GBPD Detective.
- b. The selection process for PSD Detective shall be in accordance with Section 7.3.

7.27.2 Hours: PSD Detectives shall be assigned to an administrative schedule, (5-2, 4-3), primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties required. All flexing of hours require supervisory approval.

7.27.3 Duties: Detectives assigned to PSD shall not make recommendations related to whether a GBPD policy has been violated, or the imposition, type, or amount of discipline or corrective action.

7.28 MOBILE RESPONSE TEAM

7.28.1 Qualifications for this position are:

- a. Minimum of two years as a sworn GBPD member.
- b. The selection process for MRT positions shall be in accordance with Section 7.3.

7.28.2 Requirements for this position are:

- a. Attend MRT training as required.
- b. Successfully compete a basic police cyclist certification and police bicycle response team training course.
- c. Willingness to respond to MRT call-ins and serve in whatever capacity as required by the OIC on the scene.
- d. The MRT may train up to 8 hours per calendar month. Upon management approval, the MRT may conduct one in-service training per year that is up to 40 hours in length in addition to the monthly training, for which MRT members shall adjust their work week.
- e. Training hours may not be carried over outside the calendar month. Exceptions may be granted by the MRT Commander on a case by case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training plans and schedules must be approved by MRT supervisory personnel. MRT officers may flex their workday to attend training in accordance with Appendix B.
- f. Nothing in this section prevents MRT members, with supervisory authorization, from attending additional training related to specialties within MRT.
- g. MRT members shall follow all procedures and guidelines set forth in the MRT

policy of the Green Bay Police Department. Applicants should review the policy prior to applying.

- h. MRT members shall be subject to the residency requirements outlined in Article 34 of this Agreement.
- i. The City shall provide MRT members with certain basic clothing and safety equipment as needed. Examples include, but are not limited to, safety glasses/goggles, basic duty uniform, protective gear.
- j. Members may not simultaneously be assigned to both the SWAT and MRT teams.

7.29 MAINTENANCE OF 2-PERSON BUFFER:

7.29.1 For those teams where it is specifically referenced in Article 7, officers may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers. Compensation for training will be actual hours at time for time via payback for those on their off time.

- a. Officers may be cancelled from training outside of 24-hours prior to the start of their regular shift in order to maintain the 2-person buffer.
- b. If the training occurs during all or part of the officers' regular working hours, the officer may be pulled from training at any time to resume regular duties.
- c. If the training does not occur during any part of the officer's regular working hours, the officer may not be pulled from the training within 24-hours prior to the start of their regular affected shift.
- d. The Shift Commander has the discretion to allow attendance below the 2-person buffer on a case-by-case basis, dependent upon the work environment present at the time the training is to begin.

**ARTICLE 8
RETIREMENT**

- 8.1 Officers make the same Wisconsin Retirement System (WRS) contributions as general municipal employees.

**ARTICLE 9
PAY PERIOD**

- 9.1 PAY PERIOD. All personnel shall be paid bi-weekly through direct deposit.

**ARTICLE 10
PAY SCHEDULE**

- 10.1 SCHEDULE A. The pay of employees of the GBPD occupying classified positions shall be on the basis of Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and an hourly basis and are based on a full-time employment at normal working hours.
- 10.2 FUTURE PAY ADJUSTMENTS. The pay schedule for Specialist I is set at the 1995 rate plus 3% for the rank of Patrol Sergeant and Detective Sergeant in the Green Bay Police Department, which ranks are being eliminated from the table of organization effective with the ratification of the

1996 contract, and it is stipulated by the City that for both internal and external wage comparison purposes for future contracts the Specialist I position shall be conclusively presumed to compare with a position comparable to that of patrol and detective sergeant in the GBPD before their elimination, and that there continue in future contracts a similar proportional spread between the rate paid to Specialist I and that paid to top patrol officer. It is also stipulated that there continue in future contracts a similar proportional spread between the rates paid to Specialist I and Specialist II as the spread which exists in the pay schedule in this contract.

ARTICLE 11
ADDITIONAL PAY

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

Patrol Division	10:30a to 7:00p shift 2:15p. to 10:45p shift 10:30p to 7:00a shift 7:00p to 3:30a shift	1½ hours per month 3 hours per month 4 hours per month 4 hours per month
Detective Division	2:30p to 11:00p shift	3 hours per month
Drug Task Force	11:30a to 8:00p shift	3 hours per month

- 11.2. DETECTIVE PREMIUM PAY. Members promoted to the rank of Detective pursuant to Article 30 shall receive an \$80.00 per month premium, which shall become part of their base salary upon promotion.
- 11.3. LANGUAGE PREMIUM PAY. Members with sufficient skill in communicating in one or more languages other than English shall receive an annual premium payment of \$500.00, to be paid with their uniform allowance. The Department shall determine the means of measuring language skill and the languages that will be eligible for compensation.
- 11.4 PHYSICAL FITNESS PREMIUM PAY. Members shall be eligible for an annual physical fitness incentive of up to \$540.00 upon successful completion of a City designed physical fitness test (PFT). Scheduling of the PFT, make-up, and/or PFT re-test shall be determined by the Chief of Police or designee.
- 11.4.1 A member who successfully completes the PFT with a passing time shall receive the incentive payment.
- 11.4.2 If a member does not pass the PFT on their first attempt, they shall have the following options:
- a. A member completing the course but not passing may receive \$100.00 for completion of the course, or;
 - b. The member may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The member shall be allowed to re-take the PFT at the next available make-up date. If the member passes the PFT on their second

1608 attempt they shall receive an incentive payment of \$250.00 in that calendar
1609 year.

1610 11.4.3 All payments are subject to appropriate tax withholding rules.

1611 11.4.4 A member who is incapacitated during the PFT may test at an alternate time established
1612 by the City. In the event a member has a medical restriction preventing participation in
1613 a particular portion of the PFT, the City shall establish an alternate testing procedure.

1614 11.4.5 A PFT design committee consisting of 1-representative selected by the Association, 1-
1615 Command Officer, and 1-representative from City Human Resources shall assist the
1616 Chief of Police or designee in developing changes to the physical fitness test. Outside
1617 experts such as trainers, physical therapists, or other appropriate personnel may be
1618 engaged by the PFT design committee to provide advice and guidance in developing the
1619 test.

1620 **ARTICLE 12**

1621 **CLOTHING ALLOWANCE**

1622 12.1 The Department will supply newly hired officers with their initial issue of all uniforms and
1623 equipment necessary to perform the duties of a police officer. Those items will remain
1624 department property. After this initial equipment issuance, maintenance and replacement of
1625 uniforms and equipment is the member's responsibility, with the exception of firearms or any
1626 other equipment covered elsewhere in this Agreement.

1627 12.2 An additional "clothing allowance" will be provided annually at the beginning of the employee's
1628 next calendar year for the maintenance and replacement of uniform items. Officers may
1629 purchase additional items on their own and maintain possession of all items purchased after
1630 initial department issue.

1631 12.2.1 In the case of personnel assigned to plain clothes assignments (Investigations,
1632 Administration) the annual clothing allowance shall be \$613.00.

1633
1634 12.2.2 In the case of personnel assigned to the Operations Division (uniform personnel) the
1635 annual clothing allowance shall be \$572.00.

1636 **ARTICLE 13**

1637 **DUTY INCURRED DISABILITY PAY**

1638 13.1 DISABILITY PAY. An employee injured in the line of duty shall receive full pay for a period of
1639 180-days while disabled from performing normal duties. In the event the disability extends
1640 beyond 180-days, application for extension of time may be made to the City's Personnel
1641 Committee, which shall determine whether to extend, which determination shall be consistent
1642 with past extension determinations.

1643 **ARTICLE 14**

1644 **VACATIONS**

1645 14.1 VACATION BENEFITS.

In This Year of Employment	# of Working Days Employee Shall Receive
1	8
2	13

6	16
7	17
8	18
9	19
11	21
13	24
16	25
18	27
19	28
20	30

1646 14.2 ACCUMULATION. Accumulation of vacation leave with pay shall, on December 31 of each year,
1647 not exceed 30-days.

1648 14.3 PATROL VACATION SELECTION.

1649 a. The number of officers allowed on the day shift (6:15 am to 2:45 pm) will remain at 4-
1650 officers until staffing on the day shift reaches a staffing level of 23-officers. At that time
1651 the number allowed off will be 3-officers.

1652 b. Initially 1-officer on the midday shift will be allowed off until the shift reaches a staffing
1653 level of 7-or more officers, 2-officers will be allowed off.

1654 c. The number of officers allowed off on each shift will be as follows:
Day Shift 4-officers Midday Shift 2-officers
Afternoon Shift 4-officers Evening Shift 2-officers
Night Shift 4-officers

1655 d. A seniority roster for each shift shall be posted at the beginning of each year along with
1656 a calendar identifying off-day groups. This calendar is signed in order to make other
1657 officers aware of time available, but the selection is not official until the officer signs the
1658 shift commander's vacation calendar and submits a vacation request via telestaff to the
1659 shift commander. The shift commander shall initial and date all requests when the
1660 commander receives them. If an officer wishes to cancel a vacation, it shall be the
1661 officer's responsibility to contact the shift commander, who shall have the responsibility
1662 of pulling the request. The shift commander shall then cross the officer's name off of
1663 the calendar. This shall give other officers an opportunity to take this time off if they
1664 wish.

1665 14.4 DETECTIVE VACATION SELECTION. All vacations must be approved by the Detective Supervisor
1666 who shall be responsible for staffing needs. Detectives on an administrative schedule shall pick
1667 together. A minimum of 3-administrative schedule Detectives shall be allowed off at any one
1668 time, and a minimum of 2-afternoon shift detectives shall be allowed off any one time. In the
1669 event there is a change in the Detective staffing levels, the parties agree to collectively bargain
1670 regarding possible changes to this provision.

1671 14.5 OTHER OFF-TIME REQUESTS FOR DETECTIVE DIVISION. The officer shall request via telestaff to
1672 the Lieutenant no less than 5-days prior to the day they wish to have off. The Lieutenant shall
1673 initial and date the request upon receipt. If more requests are submitted than officers allowed

1674 off at a time for a particular day, the date the request was submitted shall dictate who gets the
1675 day off. In other words, first-come, first-served. If more than one card is submitted on the same
1676 day, then seniority shall prevail. It shall not make any difference what type of request - vacation,
1677 off time coming, personal day or payback is submitted. When the Lieutenant refuses a request
1678 for time off, it shall be marked "refused" and dated. Under exceptional circumstances the
1679 Lieutenant may accept a request for time off with less than 5-days notice.

1680 14.6 TRAFFIC OFFICER VACATION. Traffic officers will select the first 3-vacation picks against all other
1681 traffic officers regardless of shift or schedule with only half of the total traffic unit officers off
1682 at any one time. Traffic officers will then pick all other off time with the shift that the traffic
1683 officer is assigned to.

1684 **ARTICLE 15**
1685 **VACATION PAY USED FOR SICKNESS**

1686 15.1 RULE. Absence on account of sickness, injury, or disability in excess of that hereinafter
1687 authorized for such purposes may, at the request of the employee and within the discretion of
1688 the department head, be charged against vacation leave allowance.

1689 **ARTICLE 16**
1690 **SICK LEAVE**

1691 16.1 ACCUMULATION. All employees shall be granted sick or emergency leave with pay of 1-full
1692 working day for each month of service with no limit on accumulation. An employee may use
1693 sick leave or emergency leave for absences necessitated by injury or illness of the officer or
1694 officer's family. An employee using sick leave shall not be allowed to work previously posted
1695 and signed for overtime within 8-hours of sick leave use.

1696 In order to be granted sick leave or emergency leave an employee must:

1697 16.1.1 Report prior to the start of the workday to the department head or supervisor the
1698 reason of the absence.

1699 16.1.2 Keep the department head informed of the employee's condition and the anticipated
1700 date of return to work.

1701 16.1.3 Be legitimately ill or attending a member of the immediate family who is ill and unable
1702 to care for themselves or make other arrangements for care.

1703 a. For purposes of this article, "immediate family" shall mean spouse, parent,
1704 stepparent, child, stepchild, foster child, guardian or sibling.

1705 16.2 VERIFICATION. All sick leave requested is subject to verification. The department head may
1706 request reasonable evidence from the employee to achieve verification.

1707 16.3 MISUSE. Misuse of sick leave may subject the employee to disciplinary action per the
1708 Agreement. To avoid misuse, management may periodically review amounts of use as well as
1709 patterns of use and counsel employees on problem areas. A pattern in and of itself, does not
1710 constitute abuse.

1711 16.4 HEALTH INSURANCE PAYMENT PROGRAM. All employees reaching normal retirement or
1712 disability prior to attaining such age shall be eligible to continue in the City's health insurance
1713 group plan until the age of 65. The City shall pay all of the monthly premium payable, provided

that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of up to a maximum of 135 accumulated days of unused sick pay standing to the credit of that employee as of that employee's date of retirement:

- 100% for employees retiring under disability retirement.
- 100% for employees retiring into the State Retirement System.

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

16.5 CONVERSION. During the 5-years before an officer's normal retirement date, the officer may convert accumulated and unused vacation or other compensable off-time to sick leave days on the same basis as presently allowed in the firefighter Agreement.

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

16.6.1 Surviving spouses, until remarriage, shall be eligible to apply the escrowed amount for health insurance premium payment purposes.

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

16.6.3 Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the City.

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

16.6.5 If death of a covered protective service employee occurs before retirement, up to a maximum of 135-sick leave days shall apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with the above policy.

16.6.6 An employee who has retired or in case of the employee's death, the spouse has the right to leave the amount credited to the escrow account for "Health Insurance Purposes" until the end of the calendar year he/she attains the age of 65. At that time they shall have to begin using the escrow account for "Health Insurance Purposes."

ARTICLE 17

1754 **HEALTH AND DENTAL INSURANCE**

1755 17.1 Employees will pay 15% and the City will pay 85% of the single or family premium for health
1756 care insurance benefits.

1757 17.1.1 Employees may reduce their health insurance premium contribution up to a maximum
1758 of 2.5% per year by successfully participating in the Wellness Incentive Program as
1759 follows:

1760 a. Employee's health care insurance premium will be reduced by 2.5% if the employee
1761 is carrying single coverage and participates in the Health Risk Assessment.

1762 b. Employee's health care insurance premium will be reduced by 2.5% if the employee
1763 is carrying family coverage and both employee and spouse participate in the Health
1764 Risk Assessment.

1765 c. Employee's health care insurance premium will be reduced by 1.25% if the
1766 employee is carrying family coverage and only the employee or the employee's
1767 spouse
1768 participates in the Health Risk Assessment.

1769 17.1.2 Employees may participate in and pay health insurance premiums in accordance with
1770 the City's Health 1265 Program.

1771 17.1.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium
1772 for dental insurance benefits.

1773 **ARTICLE 18**
1774 **LIFE INSURANCE**

1775 18.1 BENEFIT. All police officers shall receive the present life insurance program at no cost to the
1776 individual officer. Employees shall have the option to purchase additional life insurance for
1777 themselves. Additionally, life insurance for spouse and dependent children shall be made
1778 available as an option. Employees shall pay all premium costs for the additional optional
1779 insurance through payroll deductions.

1780 **ARTICLE 19**
1781 **JURY DUTY**

1782 19.1 RULE. An employee may be granted a leave of absence with pay if called for jury duty during
1783 working hours.

1784 **ARTICLE 20**
1785 **FUNERAL LEAVE**

1786 20.1 LEAVE GRANTED. Each employee shall be entitled to the following funeral leave:

1787 20.1.1 When there is a death in the immediate family of an employee, ("immediate family"
1788 being defined as that of employee's spouse, parent, guardian, child of employee,
1789 grandchildren, grandparents, stepparents, brother, sister, mother-in-law, father-in-
1790 law), a maximum of 3-working days shall be granted with pay to such employee. Travel
1791 time to and from the funeral may be taken in addition to the 3-days referred to above
1792 with the approval of the department head and may, at the employee's option, be
1793 counted as sick leave or vacation.

1794 20.1.2 When there is a death in the family of an employee, ("family" being defined as spouse's
1795 grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle
1796 of employee or spouse), a maximum of 2-working days with pay shall be granted to such

1797 employee.

1798 20.1.3 All employees who act as pallbearers for any deceased person whose funeral takes place

1799 during regular working hours may also be granted time off, with pay, with the

1800 permission of the employee's commanding officer.

1801 **ARTICLE 21**

1802 **DUES DEDUCTION**

1803 21.1 CITY DUTY. The City agrees to deduct from the paycheck of each member of the Association, by

1804 written authorization from the member, a sum as ~~Bargaining Unit~~ **determined by the**

1805 **Association for** dues and remit the same to a designated Bargaining Unit Officer as soon as

1806 possible after the close of each month. **A member's payroll deduction authorization allows the**

1807 **City to deduct whatever amount is determined by the Association for dues. The Association**

1808 **shall notify the City, in writing, at least 30 days in advance of any change in dues to be deducted.**

1809

1810 **ARTICLE 22**

1811 **HOLIDAYS**

1812 22.1 BENEFIT. Holidays included in this Agreement are:

New Year's Day	Memorial Day	Columbus Day
President's Day	Independence Day	Thanksgiving Day
Easter Sunday	Labor Day	Christmas Day
Martin Luther King Day		

1813 ~~22.1.1 One holiday to be designated jointly between the Bargaining Unit and the Chief~~

1814 ~~Administrative Officer of the Police Department.~~

1815 22.2 HOLIDAY PAY. All personnel shall receive 1-day's pay at straight time for each of the above-

1816 stated holidays, whether or not the employee works the holiday in question, and all shift

1817 personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours

1818 pay or compensatory time subject to the maximum accumulation provision for each such

1819 holiday provided that officers who are regularly scheduled to work who call in sick for non-work

1820 related reasons shall not receive such eight-hours time. Employees who are called in to work a

1821 holiday that falls on their regular scheduled day off shall be paid double time (2x). Officers who

1822 volunteer to work their days off shall receive time and a half. Officers who are ordered to work

1823 a designated holiday shall receive double time (2x).

1824 22.3 The following shall apply to mandatory overtime on a designated holiday:

1825 22.3.1 Any mandatory overtime worked through a call-in or ordered to work on a holiday as

1826 identified in section 23.1 shall be paid at the rate of double time.

1827 22.3.2 Holiday hours for payment for mandatory overtime is identified as the hours of 00:00

1828 to 23:59 on the actual date of the holiday.

1829 22.3.3 Such mandatory overtime includes inverse assignments for staffing and late call and/or

1830 holdover time with prior supervisory approval.

1831 **Article 23**

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PERSONAL LEAVE DAYS

- 23.1 BENEFIT. Regular full-time employees shall be eligible for ~~4-days~~ 5-days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The employee shall provide at least 7-days notice for a day off except that such notice can be waived by mutual agreement of the employer and the employee. The number of personal leave days earned shall be prorated for new full-time employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City unless the employee terminates employment by eligibility and acceptance to the State Retirement system, disability, or death.

ARTICLE 24 DISCIPLINE

- 24.1 RULES AND REGULATIONS. For disciplinary purposes, administrative or otherwise, the substantive rules and regulations for the conduct of members of the Police Department shall be as set forth in the policy and procedure manual for the Green Bay Police Department, as amended from time to time, excepting that no provisions in said manual which are subject to collective bargaining shall be valid until collectively bargained. In the event such rules and regulations conflict with the ordinances of the City of Green Bay, laws of the State of Wisconsin or United States, or this Agreement, said ordinances, laws or Agreement shall prevail.
- 24.2 OFF-DUTY CONDUCT. Off-duty action or inaction shall not be considered as grounds for discipline unless the conduct in question:
- 24.2.1 Has been the basis for a conviction in a court of law of any local ordinance, quasi criminal or criminal law; or
 - 24.2.2 Is done under or pursuant to the officer's use of authority or powers of a sworn Green Bay Police Officer, or under the color of the officers articulated use of the same; or
 - 24.2.3 Is in violation of any rules and regulations governing off-duty conduct existing in the GBPD Policy and Procedure Manual, excepting that Section I, Chapter 2, Paragraph D, of the existing Policies and Procedures Manual shall be deleted.
- 24.3 INTERNAL INVESTIGATION. Internal investigations conducted by the GBPD shall be subject to the following rules:
- 24.3.1 The subject matter of any investigation shall be confined solely to those areas that are being investigated because the Department has grounds for reasonable suspicion that an officer may be subject to disciplinary action. All other areas of inquiry shall be avoided so as to insure that investigators do not intrude upon the privacy of any officer. In this regard, the parties acknowledge the danger of questions not relevant to any specific investigation resulting in rumor and innuendo.
 - 24.3.2 When an officer under suspicion is questioned, that officer shall be first advised of the factual basis of the suspicion and advised as to what law, rule or regulation the officer is being suspected of breaking. When an officer under reasonable suspicion is questioned, that officer shall first be advised of the factual basis of said reasonable suspicion and advised as to what law, rule or regulation the officer is suspected of having broken. The factual basis of the reasonable suspicion shall be communicated to the officer by a written summary of the evidence giving rise to the reasonable suspicion.

The summary of the evidence should include “who, what, where, when and how” whenever possible and a description of the physical evidence, if any. The summary of the evidence shall not include notes, thought processes, investigative techniques or the like, or any other work product of the investigator(s). At the officer’s request, the officer may be represented by a representative of their choice who, at the discretion of the officer, may be present at all times during the interrogation. Also, the officer shall be given the name of the complainant except when the complainant is an employee of the Police Department or has requested anonymity.

24.3.3 Any time an investigation exonerates the officer, management shall maintain the investigation file but there shall be no record of the investigation in the officer’s personnel file. Such investigation shall not form the basis for future discipline; however, it may be used by management in following-up on future complaints.

24.3.4 Evidence obtained during the course of any interrogation not conducted in accordance with 25.3.1 and 25.3.2 may not be utilized in any subsequent disciplinary proceeding against the officer, including but not limited to, insubordination for failing to follow a direct order to answer a question.

24.4 DISCIPLINARY PROCEDURES

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

24.4.2 All other disciplinary proceedings shall be governed by the Grievance Procedure.

24.5 ~~ADMINISTRATIVE REGISTER/DOCUMENTATION OF ORAL REPRIMANDS~~ **COMMAND COUNSELING**. Documentation of oral reprimands may be made only by way of an entry into an administrative register maintained by the department pursuant to the following, and such entries shall not be subject to grievance:

~~24.5.1 Oral reprimands may be documented in writing by any supervisor after review and approval, (a) by the Shift Captain as to shift personnel, excepting those matters relegated to the Captain of patrol, (b) by the Captain of patrol regarding personnel involved in motor vehicle accidents or incidents, or working special events such as the Packer games, 4th of July and the like, and (c) by the appropriate Captain of detectives as to personnel in the detective division; (d) internal affairs Captain. During the review and before approval, the captain making the review shall discuss the proposed written documentation and the underlying factual situation with the officer in question; however, the officer may decline. The discretion of any Captain authorized to make entries into the counseling register may be controlled by the Chief of Police and the administrative staff under policies or procedures that the Chief of Police may deem appropriate.~~

~~24.5.2 The department shall maintain a register for the purpose of maintaining written documentation of oral reprimands (favorable entries or commendations may also be entered at the discretion of the department).~~

~~24.5.3 Following the entry of an oral reprimand into the Administrative Register, the officer being so reprimanded shall be counseled by a supervisor designated by the Captain~~

1916 making the entry as to the reason for the entry, and, if appropriate, given instruction as
 1917 to ways to avoid the conduct or action which led to the entry. After such counseling,
 1918 both the officer being reprimanded and the counseling supervisor shall initial the entry.

1919 ~~24.5.4 Entries made under the above procedure and properly initialed may be the basis of~~
 1920 ~~progressive discipline and factors in performance evaluations. If entries are made~~
 1921 ~~without the above procedure being followed, or are not initialed, they shall be void.~~

1922 ~~24.5.5 Entries in the Administrative Register shall remain valid for purposes of progressive~~
 1923 ~~discipline or performance evaluation for a period of one year of their entry and at the~~
 1924 ~~end of each year shall be void and considered expunged. Only one entry shall be made~~
 1925 ~~per page in the entry, and such page shall be removed and destroyed at the end of the~~
 1926 ~~above said one year period.~~

1927 24.5.1 The parties agree that informal counseling and coaching by a supervisor is an essential
 1928 performance management tool, and that not every rule violation requires a full
 1929 administrative investigation and formal discipline.

1930 24.5.2 Informal counseling and coaching, including as part of the Service Improvement
 1931 Opportunity process, shall not be used as a basis for progressive discipline, and shall
 1932 not be subject to grievance.

1933 24.5.3 Command Counseling occurring as a result of a sustained allegation in a full
 1934 administrative investigation shall not be used as a basis for progressive discipline after
 1935 1-year from the date of the Command Counseling.

1936 24.5.4 Records for Command Counseling shall be kept by the City in accordance with
 1937 Wisconsin Law.
 1938

1939 **ARTICLE 25**
 1940 **LEAVES OF ABSENCE**

1941 25.1 SPECIAL LEAVES. The Chief of Police in consultation with the City Personnel Committee, may
 1942 authorize special leaves of absence with or without pay for any period or periods not to exceed
 1943 3-calendar months in any one calendar year for the purpose of attending a college, university
 1944 or recognized law enforcement seminar to train in subjects related to the work of department
 1945 personnel or benefit to both the employees and the City.

1946 25.2 PERSONAL LEAVES. The Chief of Police may authorize an employee to be absent without pay
 1947 for personal reasons for a period or periods not to exceed 10-working days in any calendar year.

1948 25.3 EDUCATIONAL LEAVE. The City Personnel Committee, upon recommendation of the Chief of
 1949 Police, may grant leaves of absence with or without pay in excess of the limitations above for
 1950 the purpose of attending courses of training at a recognized college or university and for other
 1951 purposes that are deemed beneficial to the City.

1952 **ARTICLE 26**
 1953 **MILITARY LEAVE**

1954 26.1 **Active Military Duty** – Personnel of the Police Department who leave or have left the City service
 1955 by request of the Federal Government to enter active service in the Armed Forces of the United
 1956 States and return, shall be entitled to their departmental seniority and the rate of pay and
 1957 position they would have been entitled to had their service with the Police Department not

1958 been interrupted by service in the Armed Forces. Employees who are members of the National
1959 Guard or military reserve shall be granted military leave for any extended tour of duty
1960 requested by the federal government, and shall receive during such absence the wage
1961 differential between the employee's regular City wages and military wage so that no loss of
1962 wages shall be suffered for the first 90-calendar days as a result of such military service. This
1963 paragraph does not apply to employee drafted into the military consequent to the institution
1964 of a federal draft system or to voluntary periods of active duty service. Seniority shall continue
1965 accumulation throughout the leave. There shall be no accumulation of paid time off benefits
1966 during the leave. Employees on leave shall have the option to keep city health and dental
1967 benefits during the leave, the same as for active employees.

1968 26.2 Officers having permanent status and who are duly enrolled members of the National Guard,
1969 the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the
1970 Naval Reserve Corps, the Marine Corps Reserve, and any other reserve component of the
1971 military or naval forces of the United States or the State of Wisconsin, now or hereafter
1972 organized or constituted under federal law, are entitled to leaves of absence without loss of
1973 time to enable them to attend military or naval schools, field comps of instruction and naval
1974 exercises which have been duly ordered held, but not to exceed fifteen (15) days, in the
1975 calendar year in which so ordered and held. All military leave, including active duty, shall be
1976 governed by USERRA. The difference in pay between military pay during time of attendance
1977 and the officer's regular pay during the same period shall be paid by the City. The leave granted
1978 is in addition to all other leaves.

1979 **ARTICLE 27**
1980 **EDUCATION CREDITS**

1981 27.1 BENEFIT. The City shall reimburse an officer tuition costs and book costs, as defined below,
1982 upon successful completion of approved Police Science courses. The student must attain a
1983 grade of C or higher to qualify for reimbursement. Approved Police Science courses are defined
1984 as any course required for the attaining of a degree in police career enhancement and
1985 previously approved by the Chief of Police.

1986 27.2 REIMBURSEMENT. The reimbursement for tuition shall be 100% at the UWGB rate for
1987 undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement
1988 shall be the actual cost of the book in question or \$50 whichever is less, provided that upon
1989 reimbursement the book shall be turned over to the departmental library. Reimbursement for
1990 tuition shall be limited to \$1,200 per year, per student. The City shall have the right to claim
1991 reimbursement for any tuition reimbursed under this provision within 30-months of any
1992 voluntary termination of employment, or within 12-months of any retirement.

1993 **ARTICLE 28**
1994 **TRAINING**

1995 28.1 TRAINING ASSIGNMENTS. ~~When training/school opportunities are offered to members of the~~
1996 ~~department, such training events and openings shall be posted with qualifications and all~~
1997 ~~officers given an opportunity to attend with the most qualified senior employee given the~~
1998 ~~opportunity as staffing allows. Should the department determine the training/school shall~~
1999 ~~benefit only officers of a specific division, specialty unit/position, shift or classification, a waiver~~
2000 ~~shall be presented in writing to the GBPPA board prior to the date of the training/school. The~~

2001 ~~waiver shall include all information to show the justification of the benefit to only officers of~~
2002 ~~the specific division, specialty unit/position, shift or classification.~~

2003 Any officer accepting a position requiring specialized training/school for the position shall flex
2004 their workday and workweek to attend such training. Any time spent in addition to the 8½-
2005 hours per day, such as travel, shall be compensated at time for time rate via payback. Time
2006 spent training including travel, on the officer's regular day off shall be compensated at time for
2007 time via payback.

2008 The parties agree that training is essential for members' career development. Training shall be
2009 assigned based upon the needs of the Department. Training shall not be assigned or denied
2010 due to favoritism, discrimination, or retaliation. Absent a specific reason to assign a particular
2011 member to a training opportunity, such as job assignment or an identified individual training
2012 need, the Department may use seniority to determine who is assigned the training.

2013 The Association reserves the right to grieve cases in which training is alleged to have been
2014 assigned or denied due to favoritism, discrimination, or retaliation.

2015 28.2 COMPENSATION FOR TRAINING AND/OR SCHOOLS. Officers attending any training and/or
2016 schools on the officer's normal off time, shall be compensated by time off at straight time in
2017 the form of payback, subject to the following guidelines.

2018 28.2.1 Such compensation shall include travel associated with schools held outside of Brown
2019 County, not including Sanger Powers Multijurisdictional range facility. Times of
2020 departure and return shall be determined by travel time indicated by computer
2021 mapping programs with consideration given to length of travel for unforeseen
2022 conditions, such as weather or construction delays, on a case-by-case basis. Such travel
2023 time shall include travel to and from the Department or actual time to and from the
2024 officer's residence; whichever is less. The location of departure is the officer's choice.

2025 **EXAMPLE:** School is scheduled in Appleton and lasts 8:00a-4:00p. Departure from the
2026 station is determined to be 7:15a. Officer A travels from the station, and returns from
2027 the school at 3:30p (class adjourned early). Officer A receives payback from 7:15a to
2028 3:30p.

2029 **EXAMPLE:** Officer B elects to travel from the officer's home in Kaukauna to the school in
2030 Appleton and leaves the officer's home at 7:45am and returns at 3:00pm. Officer B
2031 receives payback from 7:45a to 3:00p. The travel time cannot exceed that from the
2032 station.

2033 **EXAMPLE:** Officer C leaves home in Oconto at 6:30a and drives directly to Appleton for
2034 the school and returns home at 4:15p. Officer C would receive payback from 7:15a to
2035 3:30p. The travel time cannot exceed that from the station.

2036 28.2.2 Time compensated shall be actual time in attendance, plus actual travel time subject to
2037 travel time restrictions identified above.

2038 **EXAMPLE:** School at NWTC is scheduled to run 8:00a-4:00p. The instructor concludes the
2039 class at 2:30p. Officers received payback from 8:00a-2:30p. No travel as venue is within
2040 Brown County.

2041 28.2.3 In the case of overnight stays, any travel by vehicle to/from the venue/hotel in excess

of 10-minutes shall be compensated at time for time. No compensation shall be given for the first 10-minutes.

EXAMPLE: Overnight school in Milwaukee. Travel by vehicle from the hotel to the school is 5-minutes. No compensation for the travel as it is under 10-minutes.

EXAMPLE: Overnight school in Anchorage. Travel by vehicle from the hotel to the school is 30-minutes. Officer would receive payback for travel over the first 10-minutes, or in this example, 20-minutes travel time.

28.2.4 For school/training scheduled on a normal workday, Officers shall be required to work their normal shift in addition to attending the school if the time of school and compensable travel is 5¼-hours or less during off duty time. If the school and travel exceeds 5¼-hours of normal off duty time, it shall serve as the officer's work day. Any time in excess of 8½-hours on an officer's normal workday shall be compensated at time for time via payback. For school/training on an officer's normal day off, the officer shall be compensated actual time in attendance including travel time.

EXAMPLE: Day shift officer scheduled to attend school from 12:00p-4:00p. Officer reports for normal shift at 6:15a. Attends school which is done at 4:00p. Officer receives 1.3 hours payback.

EXAMPLE: Day shift officer scheduled to attend school from 8:00a-12:00p. Officer reports for normal shift at 6:15a. Attends school from 8:00a-12:00p, returns and completes shift.

EXAMPLE: Afternoon shift officer scheduled to attend school from 12:00p-4:00p. Officer attends school beginning at 12:00p and completes at 4:00p. Officer returns to road duty and completes shift. Officer receives 2.3 hours payback.

EXAMPLE: Afternoon shift officer scheduled to attend school from 8:00a-4:00p. Officer attends school and it serves as the officer's workday.

EXAMPLE: Evening shift officer working that night is scheduled to attend a school from 12:00p-4:00p. The officer would work their shift in addition to attending the school. Officer receives 4-hour payback.

EXAMPLE: Evening shift officer working that night is scheduled to attend a school from 8:00a-2:00p (6-hours). The attendance at the school would serve as the officer's work day as attendance outside of normal work hours exceeded 5¾-hours.

28.2.5 Any adjustments needed to provide for the required 7½-hour break, with regard to the 14¼-hour limitation on work hours, shall be determined by the officer's supervisor.

EXAMPLE: Night shift officer scheduled to attend full day school 8:00a-4:00p. Attendance at the school serves as work day. 7½-hour rule must be maintained, meaning 11:30p start time for next shift.

28.2.6 The officer's Command Officer shall determine whether a hotel stay shall be necessary and reimbursed. Such determination shall be made on a case-by-case basis depending on the length of travel, actual start time of the school, length of the school, potential weather condition or the like, with attention to the 14¼-hour limitation. If length of the school is one week or less, and accommodations have been made, there shall be one

2083 travel time compensated for the trip to the school, and one for the trip back, and daily
2084 on-site travel from accommodations as stated in 29.2.3. Schools lasting in excess of one
2085 week shall be reviewed on a case-by-case basis as to necessity for weekend stays. In the
2086 event the officer elects to stay at a hotel although the supervisor has not approved the
2087 stay, the officer is responsible for all costs associated with the overnight
2088 accommodations. In the event the Command Officer determines a hotel stay is
2089 appropriate but the officer elects not to stay, the officer is only entitled to compensation
2090 for one round trip to and from the school, including mileage.

2091 28.3 The following shall apply to the cancellation of an officer from a school or training assignment
2092 as assigned under Article 29 once notification of the school or training has been given:

2093 28.3.1 An officer may be cancelled from an assigned schooling/training if it is determined
2094 outside of 24-hours prior to the start of the school/training that the officer is needed to
2095 complement staffing on the officer's regular shift.

2096 28.3.2 No officer may be cancelled within 24-hours of the start of the schooling/training except
2097 as provided in #3 and #4 below.

2098 28.3.3 Because the City is at the mercy of outside influences, schooling/training may be
2099 cancelled at any time if such a cancellation is outside of the control of the Department.
2100 The officer will then return to their normal work assignment. (example: instructor
2101 cancellation, venue availability, severe weather prohibiting travel, events requiring
2102 extensive numbers of personnel, etc.)

2103 28.3.4 Officers working their regular shift hours, and allowed to attend schooling/ training
2104 (duty ready) taking place within Brown County, including the Sanger Powers
2105 Multijurisdictional Training Facility as part of their shift, may be cancelled or recalled
2106 from the training at any time based on staffing or immediate need.

2107 28.4 STATE CERTIFICATION TRAINING. As part of the 1964.5-hour work year each officer is required
2108 to report for annual training totaling 25½-hours. This training shall occur on the officer's regular
2109 days off and shall involve no additional compensation.

2110 28.5 TRAINING FOR STATE CERTIFICATION OR DISCIPLINE. The following shall apply for additional
2111 training for state certification beyond that described in 29.3 which is required to maintain
2112 employment with the City of Green Bay as a police officer, or training required as a result of
2113 disciplinary action by the Chief of Police:

- 2114 • Officers shall flex their workday to attend such training.
- 2115 • Attendance at such training in excess of 8½ hours on a regular scheduled work day shall be
- 2116 compensated at 1½-time including travel. Attendance on a regular scheduled day off shall
- 2117 be compensated at the overtime rate of 1½ time for actual hours in attendance including
- 2118 travel.

2119 **ARTICLE 29**
2120 **BARGAINING UNIT ACTIVITY**

2121 29.1 ACTIVITY. The Bargaining Unit agrees to conduct its business off the job as much as possible.
2122 This article shall not operate as to prevent a Bargaining Unit representative from the proper
2123 conduct of any grievance in accordance with the procedures outlined in this Agreement, and

2124 shall not work to prevent certain routine business, such as the posting of Bargaining Unit notices
2125 and bulletins and like duties. The City agrees to make the necessary space available for the
2126 posting of Bargaining Unit notices and bulletins. Business agents or representatives of the
2127 Bargaining Unit, having business with the officers or individual members of the Bargaining Unit
2128 during the course of the working day for a reasonable time, provided that permission is first
2129 obtained from the commanding officer, or superior officer of that Bargaining Unit.

2130 The President may conduct such activities at reasonable times in a manner which shall not
2131 interfere with the performance of assigned duties; no inquiry may be made as to the nature of
2132 the business being conducted, provided that the President advises the shift commander, who
2133 shall not unreasonably deny such permission and if such permission is denied, shall give reason
2134 therefore at the time of denial. The President shall further advise the shift commander that
2135 Union business as described in Article 30 is being conducted, the approximate time it shall take,
2136 and how he/she may be contacted in an emergency. If President goes off road via this
2137 procedure, it shall not be considered a violation of minimum staffing.

2138 29.2 NO DEDUCTION OF PAY. The employer hereby agrees not to deduct such reasonable time from
2139 the pay of such officer or member, and agrees also that time spent in the conduct of grievance
2140 and in bargaining shall not be deducted from the pay of delegated employee representatives
2141 of the Bargaining Unit. The negotiating committee shall be limited to no more than 9-members
2142 however, no more than 4-members shall be off the job at one time. Officers may accumulate
2143 payback hours for contract negotiation sessions initiated by the City of Green Bay. If the Officer
2144 attends a contract negotiation session of 4¼-hours or less, the officer shall receive credit for ½-
2145 day's compensation. If the contract negotiation session duration is more than 4¼-hours, the
2146 officer shall receive one full day's compensation.

2147 **ARTICLE 30**
2148 **ADVANCEMENTS & PROMOTIONS**

2149 30.1 DEFINITIONS

2150 30.1.1 Command Officer: A sworn department member holding the rank of Lieutenant,
2151 Captain, Commander, or Chief of Police

2152 30.1.2 Supervisor: A sworn department member holding the rank of Sergeant or above.

2153 30.2 ADVANCEMENT TO ADVANCED POLICE OFFICER POSITION.

2154 30.2.1 Police officers shall be advanced to the position of advanced police officer upon
2155 completion of 6-years of service with the GBPD as a police officer.

2156 30.2.2 Upon being appointed as an Advanced Police Officer, an officer shall thereafter, and
2157 until advancement to Specialist I, be considered as an Advanced Police Officer and
2158 receive compensation as outlined in the Wage Schedule.

2159 30.2.3 In order to diversify Advanced Officers amongst the various shifts, it is agreed that each
2160 shift shall maintain a minimum of 6-Advanced Officers. In case of a shift falling short of
2161 this minimum, the department shall assign Advanced Officers on the basis of inverse
2162 seniority.

2163 30.2.4 For purposes of this section power shift shall be considered part of the afternoon shift.

2164 30.3 ADVANCEMENT TO SPECIALIST I POSITION.

2165 30.3.1 **Effective January 1, 2026**, Officers shall be advanced to the position of Specialist I upon
 2166 completion of ~~10-years~~ **9-years** effective as an officer with the Green Bay Police
 2167 Department.

2168 30.3.2 Upon being appointed as a Specialist I, an officer shall thereafter, and until advancement
 2169 to Specialist II, be considered as a Specialist I and receive compensation as outlined in
 2170 the Wage Schedule.

2171 30.4 ADVANCEMENT TO SPECIALIST II POSITION.

2172 30.4.1 **Effective January 1, 2026**, Officers holding the position of Specialist I shall be advanced
 2173 to the position of Specialist II upon the completion of ~~15-years~~ **13-years** with the Green
 2174 Bay Police Department.

2175 30.4.2 On appointment as a Specialist II, an officer shall thereafter be considered as a Specialist
 2176 II and receive compensation as outlined in the Wage Schedule.

2177 30.5 PROMOTION TO SERGEANT.

2178 30.5.1 In order to be eligible for promotion to Sergeant, a member must have at least ~~6-years'~~
 2179 ~~experience as a Green Bay Police Officer, or at least 4-years' experience as a Green Bay~~
 2180 ~~Police Officer and at least 2-years' experience as a full-time, sworn police officer in a~~
 2181 ~~comparably-sized or larger agency.~~ **5-years' experience as a Green Bay Police Officer,**
 2182 **or a combination of at least 3-years with GBPD and full-time, sworn service at a similar**
 2183 **or larger law enforcement agency adding up to a total of 5-years. The time requirement**
 2184 **must be met as of the time the posting for the promotional process closes.**

2185 30.5.2 The selection process for promotions to Sergeant shall be as follows:

2186 a. A written examination, scored on a 100-point scale. A score of 70% is required
 2187 to pass this examination and continue in the promotional process.

2188 b. An assessment center evaluation, developed with an external consultancy
 2189 specializing in promotional processes. The Association shall be meaningfully
 2190 involved in the selection of individuals serving on evaluation panels and the
 2191 specific performance dimensions to be measured. The assessment center shall
 2192 be scored on a 100-point scale. The candidate must receive a score of 70 percent
 2193 or higher to continue in the process.

2194 c. A Peer review consisting of:

- 2195 • Peer review forms will be sent to 12 individuals with whom the
- 2196 candidate currently works. Reviewers will be randomly selected. A
- 2197 GBPPA representative shall observe the reviewer selection process.
- 2198 • Reviews will be in the form of a survey using a 5-point Likert scale to
- 2199 measure peers' opinions of specific skills and abilities related to the
- 2200 Sergeant position.
- 2201 • The Peer Review shall be scored on a 100-point scale. The reviews with
- 2202 the highest and lowest scores for each candidate will be discarded,
- 2203 then the remaining scores shall be averaged to determine the final
- 2204 score.

2205 d. Each candidate's cumulative score shall be determined by weighting the

2206 assessment center score at 80 percent and the peer review score at 20 percent.

2207 e. Upon successful completion of the selection process, the candidate's seniority

2208 points shall be added to their cumulative score for the assessment center and

- 2209 peer review to reach a final score. Using the member's seniority date, the
2210 member shall receive one point for every 3-complete years of service.
- 2211 f. Candidates shall be ranked by their final overall score and placed on a ranked
2212 eligibility list. The eligibility list shall be good for two (2) years or until all eligible
2213 candidates have been promoted, whichever comes first. The City shall allow the
2214 Association to review the list prior to its posting.
- 2215 g. Candidates shall be selected for promotion into vacant Sergeant positions in
2216 order of their ranked position on the eligibility list. In the event of a tie the
2217 candidate with the highest seniority shall be offered the position.
- 2218 h. Notwithstanding subsection (g) above, a vacant Sergeant position responsible
2219 for supervising Detectives shall be offered first to the highest-scoring Detective
2220 on the Sergeant promotional list.
- 2221 • A sergeant so promoted to a Detective Sergeant position may not bid
2222 to fill a vacant Sergeant position outside Detectives until the eligibility
2223 list they were promoted from has expired or has been exhausted.
 - 2224 • If there are no Detectives on the Sergeant promotional list, the position
2225 shall be filled using the selection process in Article 7.4 to choose from
2226 among incumbent sergeants with at least one (1) year experience in
2227 the Sergeant rank.
- 2228 i. The Chief may skip a candidate on the eligibility list for sustained allegations of
2229 serious policy violations. The decision to skip a member on an eligibility list for
2230 promotion is subject to the grievance procedure outlined in Article 3, but such
2231 grievance does not include the right to grieve prior discipline.
- 2232 30.6 SERGEANTS' DUTIES AND ASSIGNMENTS
- 2233 30.6.1 In addition to all duties of a patrol officer, Sergeants shall perform certain supervisory
2234 duties including, but not limited to:
- 2235 a. Conducting performance appraisals
 - 2236 b. Participating in selection processes for specialty assignments and promotions to
2237 Sergeant or Detective
 - 2238 c. Receiving complaints from community members and making recommendations
2239 regarding case handling
 - 2240 d. After-action review of significant incidents such as pursuits, uses of force, and
2241 damage to city property
- 2242 30.6.2 Effective January 1, 2023, sergeants selected to serve in specialty units shall perform
2243 supervisory functions, and the number of sergeants selected to serve in specialty units
2244 shall be limited to that necessary to provide adequate supervision to the unit. The
2245 ~~parties recognize that it will take some amount of time to transition to Sergeants~~
2246 ~~performing the role of team leader on the SWAT team.~~ **Effective July 1, 2026, this**
2247 **provision shall apply to the SWAT team.**
- 2248 30.6.3 ~~Sergeants already serving on the SWAT and Dive Teams as of January 1, 2023 shall be~~
2249 ~~allowed to continue in their current team role until such time as they leave the~~
2250 ~~team. Any sergeant serving on both the SWAT and Dive Teams shall be required to~~
2251 ~~choose one (1) team to continue serving on; no~~ **No** ~~sergeant shall be authorized to serve~~
2252 ~~on both the SWAT and Dive Teams from January 1, 2023 forward. The parties agree~~

that it may be necessary to phase this change in to avoid negative impacts on staffing in specialty units.

30.6.4 In order to qualify as a specialty unit sergeant, with supervisory authority in that unit, the applicant must have at least one (1) year of experience as a sergeant prior to application. The selection process identified in Article 7.3 shall apply to such assignment.

30.6.5 Sergeants may serve in non-supervisory roles in the Honor Guard, Police Motorcycle Unit, and the Training Unit.

30.6.6 Sergeants shall only be assigned special projects and/or temporary assignments, pursuant to Article 5, when their assignment is to do supervisory work.

30.6.7 Sergeants shall be members of the Bargaining Unit.

30.6.8 A seniority roster for Sergeants shall be maintained. Shift assignment shall be based upon time in grade (i.e., seniority within the rank of Sergeant), as opposed to Bargaining Unit seniority.

a. If a Sergeant accepts a position in a specialty team or assignment where the Sergeant loses his/her rank or accepts any other position at a higher rank (i.e., Lieutenant, Captain, Commander), the time in that position shall not be included in Sergeant seniority if the member returns to the Sergeant position at a later date.

30.6.9 Bargaining Unit seniority (the total time the member has served in the Bargaining Unit at all ranks) shall be used for all other purposes, including seniority points for promotions, overtime assignments, vacation selection, and specialty assignments.

30.6.10 Sergeants shall be eligible for overtime in accordance with Article 6.

30.6.11 A Sergeant assigned to perform substantially the duties of a higher rank shall be compensated at the rate of a Step 1 Police Lieutenant. A Sergeant performing higher-classification work for a minimum of 45 minutes shall receive one (1) hour of Step 1 Lieutenant pay, and time for time after one (1) hour of higher classification work.

30.7 PROMOTION TO DETECTIVE

30.7.1 Effective January 1, 2023, the position of Detective shall be a promoted position, subject to the provisions of Wisconsin Statute 62.13 (5). Members currently holding the position of Detective on January 1, 2023 shall be automatically promoted to the rank of Detective.

30.7.2 In order to be eligible for promotion to Detective after January 1, 2023, a member must have at least 6-years' experience as a Green Bay Police Officer, or at least 4-years' experience as a Green Bay Police Officer and at least 2-years' experience as a full-time, sworn police officer in a comparably sized or larger agency.

30.7.3 The selection process for promotions to Detective shall be as follows:

a. A written examination, scored on a 100-point scale. A score of 70% is required to pass this examination and continue in the promotional process.

b. A panel interview. The Association shall be meaningfully involved in the selection of individuals serving on interview panel and may review the questions to be asked, provided any Association representative reviewing the questions is not competing for the position. The interview shall be scored on a 100-point scale. The candidate must receive a score of 70 percent or higher to continue in the process.

c. A Peer review consisting of:

- Peer review forms will be sent to 12 individuals with whom the candidate currently works. Reviewers will be randomly selected. A GBPPA representative shall observe the reviewer selection process.
- Reviews will be in the form of a survey using a 5-point Likert scale to measure peers' opinions of specific skills and abilities related to the Detective position.
- The Peer Review shall be scored on a 100-point scale. The reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine the final score.

30.7.4 The Chief may skip a candidate on the eligibility list for sustained allegations of serious policy violations. The decision to skip a member on an eligibility list for promotion is subject to the grievance procedure outlined in Article 3, but such grievance does not include the right to grieve prior discipline.

30.8.1 A Detective assigned to an investigation shall have supervisory authority over sworn members at the rank of Officer and professional staff at the rank of Evidence Technician, Crime Analyst, and Criminalistic Specialist working on the investigation.

PROMOTION TO LIEUTENANT.

30.10.1 Acting Sergeants may be appointed for long-term absences or when there is a vacant Sergeant position with no current eligibility list. The City shall make a legitimate effort to establish a promotional list when the previous list expires or everyone on it is promoted. Acting Sergeants may be chosen in one of the following two ways:

- If a promotional eligibility list exists, the acting position shall be offered to the highest-ranked employee on the list. If that employee declines, the position shall be offered to the next-highest-ranked, and so on until the position is filled or no one accepts.
- If no eligibility list exists, or no one accepts the position, it shall be offered to the senior officer on the shift where the vacancy occurs, unless that officer has recent disciplinary history detrimental to the position or is on a Development Assistance or Performance Improvement Plan.

30.9.2 Upon appointment to Lieutenant, the appointed officer shall thereafter perform only Command Officer duties in the manner and fashion described for Command Officer personnel in Section 1.2.

ARTICLE 31 WAGE-HOUR LEGISLATION

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

ARTICLE 32 AMENDMENT PROVISION

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

ARTICLE 33 SAVINGS CLAUSE

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

ARTICLE 34 RESIDENCY

34.1 Bona fide and continued residency within 35-miles of the jurisdictional border of the City of Green Bay shall be required for eligibility for the following positions or calls:

- K-9
- SWAT
- Eligibility for immediate need safety staffing shortage call-ins

“Immediate need” shall be defined as a demonstrable need at the time of the call. The burden shall be on the City to show such reasonable need.

Response time compensation for all officers living outside of the 35-mile jurisdictional border shall not exceed ½-hour.

ARTICLE 35

NO OTHER AGREEMENT

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

35.2 INCORPORATION OF AGREEMENTS. All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties in writing will be incorporated into this agreement upon their execution and will be formally inserted into the body the of the next successor agreement unless otherwise agreed to by the parties.

ARTICLE 36

CHANGES IN THE TERMS OF THIS AGREEMENT

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

ARTICLE 37

TERM OF AGREEMENT

37.1 TERM. This Agreement shall be binding on both parties and effective from the 1st day of January, 2023 to and including the 31st day of December 31, 2024.

ARTICLE 38

DRUG TESTING

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

38.2 DISCUSSION. It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse shall seriously impair an employee’s physical and mental health, and thus job performance. Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

- 2425 38.3 DEFINITIONS.
- 2426 38.3.1 Sworn Employee - Those employees who have been formally vested with full law
2427 enforcement powers and authority.
- 2428 38.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day
2429 responsibility for supervising subordinates, or are responsible for commanding a work
2430 element, including Patrol Sergeants.
- 2431 38.3.3 Drug Test - The compulsory production and submission of urine by an employee, in
2432 accordance with departmental procedures, for chemical analysis to detect prohibited
2433 drug usage.
- 2434 38.3.4 Reasonable Suspicion - Reasonable suspicion is the quantum of knowledge sufficient to
2435 induce an ordinary prudent and cautious person to believe that an individual is using or
2436 under the influence of drugs or other controlled substances.
- 2437 38.3.5 Probationary Employee - For the purposes of this policy only, a probationary employee
2438 shall be considered to be any person who is conditionally employed with the
2439 department as a law enforcement officer.
- 2440 38.4 PROCEDURES.
- 2441 38.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary and
2442 sworn employees, while on and off duty:
- 2443 a. No employee shall illegally possess any controlled substance.
- 2444 b. No employee shall ingest any controlled or other dangerous substance, unless
2445 as prescribed by a licensed medical practitioner.
- 2446 c. Any employee who unintentionally ingests, or is made to ingest, a controlled
2447 substance shall immediately report the incident to their supervisor so that
2448 appropriate medical steps may be taken to ensure the officer's health and
2449 safety.
- 2450 d. Any employee having a reasonable basis to believe that another employee is
2451 illegally using, or is in possession of any controlled substance, shall immediately
2452 report the facts and circumstances to their supervisor.
- 2453 e. Discipline of sworn employees for violation of this policy shall be in accordance
2454 with the due process rights provided in the department's discipline and
2455 grievance procedures.
- 2456 38.4.2 Applicant Drug Testing.
- 2457 a. Applicants for the position of sworn law enforcement officer shall be required to
2458 take a drug test as a condition of employment during a pre-placement medical
2459 examination.
- 2460 b. Applicants shall be disqualified from further consideration for employment
2461 under the following circumstances:
- 2462 i. Refusal to submit to a required drug test; or
- 2463 ii. A confirmed positive drug test indicating drug use prohibited by this
2464 policy.

2465 38.4.3 Probationary Employee Drug Testing. All probationary employees shall be required, as
2466 a condition of employment, to participate in unannounced drug tests prior to the
2467 completion of the probationary period. The frequency and timing of such testing shall
2468 be determined by the Chief of Police or designee, and shall not exceed two tests during
2469 the probationary period.

2470 38.4.4 Employee Drug Testing.

2471 a. Sworn officers shall be required to take drug tests as a condition of continued
2472 employment in order to ascertain prohibited drug use as provided below:

2473 i. When treatment is sought voluntarily the following provisions shall apply:
2474 No memorandum, notation, or any record whatsoever shall be kept by the
2475 City, excepting only as necessary for the administration of its health
2476 insurance program as to any employee receiving any treatment or medical
2477 attention regarding that employee's use of any addictive substances.
2478 Additionally, the subject of any employee's use of any addictive substances
2479 shall not be referred to or considered as being in any way relevant in any
2480 consideration or procedure for discipline or promotion in the police
2481 department.

2482 ii. As long as the employee seeks treatment prior to notification of a test, an
2483 employee's use of any substances covered by this drug policy shall not be
2484 the grounds or the subject matter for any discipline of any employee
2485 whatsoever if knowledge of such use was substantially gained by the City
2486 because of the employee's seeking or receiving treatment for such use.

2487 b. A supervisor may order an employee to take a drug test upon documented
2488 reasonable suspicion that the employee is or has been using drugs. A summary
2489 of the facts supporting the order shall be made available to the employee prior
2490 to the actual test.

2491 c. A drug test shall be administered as part of all promotional procedures.

2492 d. Members of the following units, as a condition of their assignment to the unit,
2493 shall be subject to random drug testing no more than two times in a calendar
2494 year:

2495 i. Emergency Response Unit.

2496 ii. Metropolitan Drug Enforcement Unit.

2497 iii. Officers assigned drug investigations on a regular basis.

2498 Any member, who refuses to submit to this form of testing for judgment, fitness,
2499 and readiness for duty, shall be immediately removed from their special
2500 assignments.

2501 e. Any sworn officer of this department who is directly involved in a serious police
2502 incident shall be required by their supervisor to participate in a drug screening
2503 test immediately following the event, or as soon as the tactical situation allows.
2504 A serious incident is defined as:

2505 i. Discharge of a firearm at a human being or a vehicle in which human beings

- are contained.
- ii. Police vehicle auto accident in which serious injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the officer is not at fault in the accident, no drug test shall be required. A directly involved officer is one who actually discharges the weapon in case (e)1 or is the driver of the police vehicle in case (e)2.
 - f. Any officer, who, in the carrying on of their police duties, ingests, either directly or indirectly, any drug or narcotic 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 shall be administered and no disciplinary action shall be taken if the tests are positive under the following conditions.
 - i. The officer was in physical danger if he did not ingest the drug or narcotic substance.
 - ii. Nothing in this policy shall be construed as granting permission for police officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except as cited in (f)(i).
 - g. Beginning after ratification of a 1992 Agreement, the department shall randomly test up to 10% of the bargaining unit. Such test shall occur once per year per shift with no announcement of time or date. The method for random selection shall be such that each member of the bargaining unit has an equal chance of being selected.

38.4.5 Drug Testing Procedures.

- a. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
- b. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID or driver's license.
- c. A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- d. The bathroom facility of the testing area shall be private and secure.
 - i. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- e. Where the employee 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 employee shall be permitted not more than eight hours to give

- 2548 a sample; during which he shall remain in the testing area. Reasonable amounts
2549 of water may be given to the employee to encourage urination. Failure to submit
2550 a sample shall be considered a refusal to submit to a drug test.
- 2551 f. Employee shall have the right to request that their sample be split and stored in
2552 case of legal disputes. The urine samples must be provided at the same time,
2553 and marked and placed in identical specimen containers by authorized testing
2554 personnel. One sample shall be submitted for immediate drug testing. The other
2555 sample shall remain at the facility in frozen storage for one year. This sample
2556 shall be made available to the employee or their attorney should the original
2557 sample result in a legal dispute or the chain of custody is broken.
- 2558 g. Specimen samples shall be sealed in the presence of the participants, labeled,
2559 and checked against the identity of the employee to ensure the results match
2560 the tested specimen. All collections are handled forensically, which means they
2561 are labeled, double-sealed, double-checked for accuracy and completeness,
2562 stored in a secure, locked refrigerator until testing, and accompanied by a
2563 forensic chain-of-custody.
- 2564 h. Whenever there is a reason to believe that the employee may have altered or
2565 substituted the specimen to be provided, a second specimen shall be obtained
2566 immediately under direct observation of the testing personnel.
- 2567 38.4.6 Drug Testing Methodology. This drug policy shall in no way be applied to an employee's
2568 use of prescription drugs; nor shall it apply to alcohol.
- 2569 a. The testing or processing phase shall consist of a two-step procedure:
- 2570 i. Initial screening test
- 2571 ii. Confirmation test
- 2572 b. The urine sample is first tested using the initial drug screening procedure. An
2573 initial positive test result shall not be considered conclusive; rather, it shall be
2574 classified as "confirmation pending." Notification of test results to the
2575 Professional Standards Division or other departmental designee shall be held
2576 until the confirmation test results are obtained.
- 2577 c. A specimen testing positive shall undergo an additional confirmatory test. The
2578 confirmation procedure shall be technologically different and more sensitive
2579 than the initial screening test.
- 2580 d. The drug screening tests selected shall be capable of identifying marijuana,
2581 cocaine and every major drug of abuse including heroin, amphetamines and
2582 barbiturates. Personnel utilized for testing shall be certified as qualified to
2583 collect urine samples or adequately trained in collection procedures.
- 2584 e. Concentrations of a drug at or above the following levels shall be considered a
2585 positive test result when using a FPIA immunoassay drug-screening test.
- 2586 o Amphetamines 500 ng/1
- 2587 o Barbiturates 500 ng/1
- 2588 o Cocaine 300 ng/1
- 2589 o Opiates 300 ng/1

- 2590 ○ THC 100 ng/1
- 2591 ○ PCP 25 ng/1
- 2592 ○ Benzodiazepines 200 ng/1
- 2593 ○ Methadone 25 ng/1
- 2594 Concentrations of a drug at or above the following levels shall be considered a
- 2595 positive test result when performing a confirmatory GC/MS test on a urine
- 2596 specimen that tested positive using a technologically different initial screening
- 2597 method.
- 2598 ○ Marijuana metabolite 15*
- 2599 ○ Cocaine metabolite 150**
- 2600 ○ Opiates:
- 2601 Morphine 300**
- 2602 Codeine 300***
- 2603 ○ Phencyclidine 25
- 2604 ○ Amphetamines:
- 2605 Amphetamine 500
- 2606 Methamphetamine 500
- 2607 * Delta-9 tetrahydrocannabinol-9-carboxylic acid
- 2608 ** Benzoylcegonine
- 2609 *** 25mg/ml if immunoassay-specific for free morphine
- 2610 f. The laboratory selected to conduct the analysis shall be experienced and capable
- 2611 of quality control, documentation, chain-of-custody, technical expertise, and
- 2612 demonstrated proficiency in urinalysis.
- 2613 g. Employees having a negative drug test results shall receive memorandum stating
- 2614 that no illegal drugs were found. If the employee requests such, a copy of the
- 2615 letter shall be placed in the employee's personnel file.
- 2616 h. Any employee who breaches the confidentiality of testing information shall be
- 2617 subject to discipline.
- 2618 38.4.7 Chain of Evidence - Storage.
- 2619 a. Each step in the collecting and processing of the urine specimens shall be
- 2620 documented to establish procedural integrity and the chain-of-custody.
- 2621 b. Where a positive result is confirmed, urine specimens shall be maintained in
- 2622 secured, refrigerated storage for one year.
- 2623 38.4.8 Drug Test Results.
- 2624 a. All records pertaining to department-required drug tests shall remain
- 2625 confidential, and shall not be provided to other employers or agencies without
- 2626 the written permission of the person whose records are sought.
- 2627 b. Drug test results and records shall be retained in the employee's personnel file
- 2628 for an indefinite period.
- 2629 38.5 ACTIONS TAKEN/POSITIVE RESULTS.
- 2630 38.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,

barbiturates, or any other major drug of abuse or illegal drug, the officer's employment shall be terminated. If the test is determined to be inconclusive, then the City shall not have just cause for termination.

a. The exception shall be forced use as defined in Section 39.04 (4) (f) 1.

38.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

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

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

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

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

38.6 REFUSAL TO SUBMIT. Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 39 UNIT DUTIES

39.1 UNIT JOB DUTIES. Non-supervisory job duties shall be assigned only to members of the Bargaining Unit. Ranks excluded from the Bargaining Unit are so excluded because the primary nature of their positions is to supervise personnel of the department, and accordingly they shall not be assigned to perform non-supervisory duties as part of their normal and usual job duties; provided that this restriction shall in no way restrict such personnel in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by such officers in the course of the performance of their supervisory duties (for example, a supervisor would not work radar or patrol for traffic violators, but would be expected to apprehend or arrest traffic violators who are observed by the supervisor while performing the duties of supervision of personnel). Sworn members of the Department who are not members of the bargaining unit may occasionally perform uniformed patrol duties, but in no event shall non-bargaining unit members be assigned to do Association work to avoid payment of overtime or to meet minimum staffing levels.

The City and GBPPA recognize that situations may occur where it is necessary that a supervisor become involved in an incident in a manner which may be considered outside of supervisory duties. The City, however, recognizes and agrees that the primary responsibility of a supervisor is to supervise officers in their work. The labor agreement provides for the situation where an obvious emergency need exists.

The parties also recognize the value to both the City and the Association of supervisory employees occasionally performing patrol duties in order to maintain familiarity with such duties and thus being able to more effectively supervise the work. Supervisors may be assigned to perform uniformed patrol duties for up to 24 hours per year, during which time they are permitted to perform the full range of patrol officer duties. A supervisor so assigned shall not be counted toward safety minimum staffing levels as described in Article 5. Supervisors shall not be used to replace or

supplant sworn officers at any special event overtime or other overtime opportunities that are normally and customarily worked by sworn officers of the Department.

In addition to the emergency exception, the GBPPA agrees that it shall not grieve incidents of supervisors taking de minimus (minor, inconsequential, minimal) police action such as being approached by a citizen with a complaint (i.e. parking complaint, dispersal of loitering parties, etc.) which shall involve little time and keeps the supervisor in their primary duties of supervising the employee. However, if the incident becomes more involved than initially determined, then a unit shall be dispatched to the incident to take over the call. Situations must be weighed with efficiency and public service in mind, with constant re-evaluation of the situation in order to regain the functioning capacity of a supervisor.

This restriction shall in no way restrict such personnel (supervisor) in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by a supervisor in the course of the performance of their supervisory duties.

A supervisor would not work an OWI from beginning to end, but would be expected to apprehend or arrest a traffic violator who is observed by the supervisor while performing the duty of supervising personnel.

A supervisor would be expected to take de minimus police action related to a situation that arises in front of them and requires immediate police action and then turn this incident over to patrol units when/if further action is necessary (i.e. report is needed).

The issues of unforeseen, emergent/emergency and or immediate need for police action allow for the supervisor to take action and once that initial action is taken to address these issues, patrol units, if not already on scene, shall be dispatched to take over the call and the supervisor shall return to their supervising capacity.

The concepts of public service, efficiency, and unit duties are satisfied by: 1) the supervisor unit taking action in the unforeseen, emergent or need for immediate police action situations, 2) the patrol unit taking over the situation and performing the job functions of a patrol unit, and 3) the supervisor returning to their primary supervisory function.

Should a concern arise as to whether any action by a supervisor is not of a de minimus nature or did not arise out of an emergent situation requiring immediate police action, the GBPPA agrees to first bring the concern to the attention of a ranking supervisor, Commander or above, as soon as possible after the concern arises. The City and the GBPPA agree to waive the contractual timelines regarding the filing of any grievance until the City and GBPPA have the opportunity to investigate and discuss the matter.

The Supervisory Unit shall perform Voice Stress Analyzer tests for internal affairs purposes, background checks, and other issues requiring a supervisory employee to perform such tests; Unit members shall perform all criminal investigation tests unless a supervisory employee is required or a qualified unit member is not available and a qualified supervisory employee is, and there is an immediate need to take the test for use in an interrogation then taking place.

39.2 COMMUNITY SERVICE OFFICERS (CSO). The duties of the CSO shall be assigned at the direction of the City. CSOs shall also perform the following duties which by this agreement may encroach on the

2719 duties regularly and customarily performed by members of the GBPPA. CSOs shall provide
2720 neighborhood based public service such as directing residents to proper resources, educating
2721 individuals and groups on various neighborhood problems and issues, quality of neighborhood and
2722 life issues, and provide other community-based service support to the residents as directed by the
2723 City.

2724
2725 In addition, CSOs shall provide support to the Department, assisting in some duties historically
2726 performed by GBPPA members. CSOs shall work with sworn personnel in various divisions within
2727 the department under the general supervision of the division supervisor. CSOs shall complete minor
2728 complaint reports similar to those taken over the phone by front desk personnel and perform
2729 follow-up work on reports generated from citizen on-line incident reports. CSOs shall assist with
2730 tasks such as answering telephone calls, assisting people who come to the station for assistance,
2731 filing paperwork, and other similar de minimis activities.

2732
2733 CSOs shall provide support to the patrol function in areas such as assisting with traffic control, (i.e.,
2734 providing traffic direction, assisting disabled motorists, traffic hazards), crossing guard duty, animal
2735 complaints, lost and found, and other similar de minimis activities.

2736
2737 As this CSO support concept progresses, any changes that may infringe on work duties of the GBPPA
2738 shall be discussed. If the GBPPA believes any duties assigned to CSOs which encroach on officers'
2739 duties do not fall within this agreement, the GBPPA and the City shall open discussions to resolve
2740 the matter. If the matter is unable to be resolved, the GBPPA retains the right to grieve the matter
2741 as defined in Article 3 of this Agreement. CSOs shall not be used to replace or supplant sworn
2742 officers at any special event overtime or other overtime opportunities that are normally and
2743 customarily worked by sworn officers of the Department. CSOs shall not be counted toward safety
2744 minimum staffing levels as described in Article 5.

2745 **IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as ratified by the Police
2746 Association on March 16, 2023 and approved by the Common Council on March 21, 2023.

2747 **FOR THE GREEN BAY PROFESSIONAL POLICE ASSOCIATION:**

2748 _____
2749 Phil Scanlan, President _____ Date

2750 _____
2751 Jonathan Cermele, Legal Counsel _____ Date

2752 **FOR THE CITY OF GREEN BAY:**

2753 _____
2754 Eric Genrich, Mayor _____ Date

2755 _____
2756 Joseph W. Faulds, Chief of Operations _____ Date

2757 _____
2758 Christopher Davis, Police Chief _____ Date

2759 **ATTEST:**

2760 _____
2761 Celestine Jeffreys, City Clerk _____ Date

2762
2763
2764

SCHEDULE A
WAGE SCHEDULE

Increases effective the first day of the payroll period in which the effective date occurs

Step	Classification		January 1, 2025 4%	January 1, 2026 3%	July 1, 2026 1%	December 31, 2026 .5%
1	New Hire	Hourly	\$33.28	\$34.28	\$34.62	\$34.79
		Bi-Weekly	\$2,514.46	\$2,589.89	\$2,615.79	\$2,628.87
2	After 1 Year	Hourly	\$34.24	\$35.26	\$35.62	\$35.80
		Bi-Weekly	\$2,587.00	\$2,664.61	\$2,691.26	\$2,704.72
3	After 2 Years	Hourly	\$37.25	\$38.37	\$38.75	\$38.95
		Bi-Weekly	\$2,814.84	\$2,899.29	\$2,928.28	\$2,942.92
4	After 3 Years Top Patrol	Hourly	\$40.94	\$42.16	\$42.59	\$42.80
		Bi-Weekly	\$3,093.07	\$3,185.86	\$3,217.72	\$3,233.81
5	After 6 Years Advanced Patrol Officer	Hourly	\$41.89	\$43.15	\$43.58	\$43.80
		Bi-Weekly	\$3,165.17	\$3,260.13	\$3,292.73	\$3,309.19
6	After 9 Years Specialist	Hourly	\$43.85	\$45.16	\$45.61	\$45.84
		Bi-Weekly	\$3,313.07	\$3,412.46	\$3,446.58	\$3,463.81
7	After 13 Years Specialist II	Hourly	\$46.94	\$48.34	\$48.83	\$49.07
		Bi-Weekly	\$3,546.42	\$3,652.81	\$3,689.34	\$3,707.79
N/A	Patrol Sergeant	Hourly	\$48.44	\$49.89	\$50.39	\$50.64
		Bi-Weekly	\$3,660.14	\$3,769.94	\$3,807.64	\$3,826.68

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- A) The City has the discretion to hire new employees above Step 1, as long as the employee has the equivalent amount of experience from another jurisdiction. However, if the potential employee has experience with a similarly sized police/public safety/law enforcement agency, the City shall hire the new employee at a level consistent with the number of completed years of service at that agency. As a result, if the employee is hired above step 1 by means of the City's discretion, or as required herein, the new employee shall be provided with a "credit" for the number of completed years of service at his/her prior law enforcement agency. Any such employee shall then advance within the pay schedule as if he/she had achieved the required years of service for the step where hired. For example, a newly hired officer hired at step 3 would advance to step 4 in one year. Likewise, a newly hired officer hired at step

2775 4 would advance to step 5 (APO) in three years, and so on. Effective January 1, 2025, the City shall apply
2776 this provision to all existing employees hired since 2015 above step 1, as well as all existing employees
2777 hired from similarly sized departments since 2015 but were not hired above step one, and adjust such
2778 employee(s) steps accordingly; said adjustments shall be prospective only, with no “back pay” prior to
2779 January 1, 2025 being due.

2780 B) Temporary Assignment Pay. Whenever an officer is assigned to perform the duties of a higher-ranking
2781 officer for a period of one complete shift or more, s/he shall be compensated at the rate of pay of the
2782 higher ranked officer.

2783 C) Detective Pay. Detectives shall receive an \$80 per month premium, which shall become a part of their
2784 base salary while assigned to detectives.

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APPENDIX A
INVERSED ROAD OVERTIME EXAMPLES

- INVERSE SITUATIONS:
- Road overtime known outside of 2-hours of need and unable to fill.
 - Road overtime first known inside of 2 hours for next shift (aka: holdover for safety staffing).
 - Road overtime – odd times not abutting a shift.
 - Special event / non-road overtime.
 - NOTE: 14¼ hour limitation applies to all inverse situations.
- INVERSED ROAD OVERTIME KNOWN OUTSIDE OF 2 HOURS OF NEED:
- Posting that was unable to be voluntarily filled.
 - Call-in that no officer voluntarily accepted.

Approx. Time Key That Abuts A Shift	Filled By
6:15a - 7:30a	No safety staffing during these hours
7:30a - 11:00a	JR night shift outgoing not on their Friday, given OT from 6:45a – all must understand increase of hours
11:00a - 2:15p	JR afternoon shift oncoming
2:15p - 7:00p	JR of day shift outgoing and evening shift oncoming
4:00p - 7:00p	JR of day shift outgoing and evening shift oncoming
7:00p - 10:15p	JR night shift oncoming
10:45p - 3:30a	JR afternoon shift outgoing
3:30a - 6:15a	JR of evening shift not on their Friday outgoing and EARLY day shift oncoming

- INVERSED ROAD OVERTIME FIRST KNOWN INSIDE OF 2 HOURS OF NEED FOR NEXT SHIFT (AKA: Holdover for safety staffing). Late sick call in most common.

Time Needed	Filled By
6:45a	JR night shift outgoing not on their Friday, given OT from 6:45a
2:15p	JR day shift outgoing
4:00p	JR day shift outgoing
10:45p	JR afternoon shift outgoing
3:30a	JR evening shift outgoing not on their Friday

- INVERSED ROAD OVERTIME ODD SLOT THAT DOES NOT ABUT A SHIFT
- INVERSED NON-ROAD OVERTIME (Special Event, special duties overtime). If necessary to fill this type of overtime, shall need to resort to contractual language of determining “junior officer on their workday” within their workweek.
1. Determining what is a workday within a workweek.
- Day: 12:00a first day back through 11:59p last work day
 - Midday: 12:00a first day back through 11:59p last work day
 - Afternoon: 12:00a first day back through 11:59p last work day
 - Evening: 12:00a first day back through 11:59p during their last shift even though they work beyond to 3:30a (last 3½ hours of work is on their off day)
 - Night: 12:00a the morning of first day back through 11:59p during their last shift even though

- 2809 they work beyond to 6:45a (last 6¾ hours of work is on their off day)
- 2810 2. What is the actual calendar date of the individual overtime slot (not the roster date you are filling)?
- 2811 That is the date used to determine the pool of officers to choose from.
- 2812 3. The junior officer on their workday is inversed.
- 2813 4. Should no officer on a workday be eligible, then it falls to junior officer on their day off in order of
- 2814 the following pools;
- 2815 a. Officers on regularly scheduled days off with no time off taken on either end.
- 2816 b. Officers on regularly scheduled days off or on off time not associated with one of the three
- 2817 yearly vacation picks.
- 2818 c. Officers on time off associated with one of the three yearly vacation picks including regularly
- 2819 scheduled days off adjacent to that time off.

2820 **DEVIATIONS OF OFFICERS NORMAL WORK SCHEDULE AND APPLICABILITY**

- 2821 • PARTIAL DAY OFF TAKEN (including partial trade off): are still eligible to be inversed so long as the
- 2822 time to be filled is connected to the officer still being on duty. Officer working partial trade cannot
- 2823 be inversed.
- 2824 • WORKING PARTIAL TRADE ON A DAY OFF: are still on their day off and not eligible to be inversed.
- 2825 • FULL TRADE ON A DAY OFF: are considered on a workday.
- 2826 • FULL SHIFT OF OVERTIME ON A DAY OFF: are considered on a workday.
- 2827 • PARTIAL SHIFT OF OVERTIME ON A DAY OFF: are still on their day off and not eligible to be inversed.
- 2828 • WORKING NON-ROAD OT: not eligible to be inversed and not in the “holdover” voluntary pool.

2829 **INVERSING PROTOCOL SCENARIOS 4-7-10**

2830 Time needed: 7:30a – 11:00a: Day shifter calls in at 5:00a shorting the shift. Need an officer at 7:30a.

2831 Full call in must be done as time needed is outside the 2-hour mark. No takers. Inverse junior night

2832 shift officer outgoing not on their regular Friday and works from 6:45pm.

2833 Same time slot needed but was a posting that no one took. Go directly to junior night shift outgoing

2834 and works from 6:45a.

2835 Time needed: 11:00a – 2:15p: Call in was done for the time slot and there were no takers. Junior

2836 afternoon shift officer oncoming gets inversed.

2837 Time needed: 3:30a – 6:15a: Posting came down/call in done and no takers. Junior officer from

2838 evening shift outgoing not on their regular Friday, and day shift oncoming is inversed.

2839 Same time needed, but shortage was due to a night shifter going home sick at 2:00a. This is within the

2840 2-hour mark and junior evening shifter not on their regular Friday is inversed.

2841 Time needed: 6:00p – 7:00p: This abuts the evening shift. Call in/posting was done and no takers.

2842 Junior evening shifter oncoming is inversed.

2843 Time needed: 11:00a – 1:00p: Officer takes the time off sick for a Dr. appointment and it creates a

2844 shortage. A call in/posting is done and no takers. An officer is on OT on their day off until 11:00a but

2845 declines the OT but happens to be junior. Cannot inverse the officer on OT as it is still considered a day

2846 off. Neither time needed abuts a shift. You would need to determine the junior officer on their

2847 workday and inverse.

2848 Time needed: 5:00a: Officer on night shift goes home sick and creates an immediate shortage. 5.7.2.c

2849 kicks in as it is within 3-hours of the end of the shift. Filled by a call in of the day shift. If no takers,

2850 junior officer is inversed.

2851

2852

APPENDIX B
Specialty Team Training Flex Agreement

AGREEMENT
BETWEEN
CITY OF GREEN BAY
AND
GREEN BAY PROFESSIONAL POLICE
ASSOCIATION
(BARGAINING UNIT)
2025 – 2026

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**CITY OF GREEN BAY - POLICE DEPARTMENT
LABOR AGREEMENT**

THIS AGREEMENT, made and entered into according to the provisions of section 111.70 Wis. Stats. by and between the City of Green Bay as municipal employer, (hereinafter called the "City") and the Bargaining Unit of the Green Bay Police Department (hereinafter called the "Bargaining Unit").

**ARTICLE 1
RECOGNITION/MANAGEMENT RIGHTS**

1.1 UNIT. The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time personnel of the Police Department having powers of arrest employed by the City, excluding the rank of Chief of Police, Commander, Captain and Lieutenant in the matter of wages, hours, and working conditions. Prior to any negotiations, the City shall be furnished with a list of the membership of the Bargaining Unit.

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

**ARTICLE 2
PURPOSE OF AGREEMENT**

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

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

42 **ARTICLE 3**

43 **GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS**

44 3.1 GRIEVANCE DEFINITION. A grievance is defined as any complaint involving wages, hours and
45 conditions of employment of members of the bargaining unit, other than proceedings
46 conducted pursuant to Section 62.13, Wis. Stats. A grievant may be a member or the
47 Association. In either case, the Association retains sole authority to determine whether or not
48 to file and/or pursue any grievance, and whether to resolve any grievance on behalf of the
49 Association or on behalf of a member. Upon the mutual agreement of the parties hereto,
50 grievances involving the same issues may be consolidated in one proceeding.

51 3.2 SUBJECT MATTER LIMIT. Only one subject matter shall be covered in any one grievance. A
52 written grievance shall contain the name and position of the grievant, a clear and concise
53 statement of the grievance, including whether the Association is to be considered the grievant,
54 the relief sought, the date the incident or violation occurred, the signature of the grievant and
55 the date, and a signature of an Association representative authorizing the grievance filing.

56 3.3 CHIEF INVESTIGATION. The Chief of Police may confer with the Union and such employees or
57 other persons deemed appropriate before making a determination.

58 3.4 COMPUTATION OF TIME. The days indicated at each step should be considered a maximum.
59 Working days as used in this article shall mean Monday through Friday, excluding holidays. The
60 failure of the party to file or appeal the grievance in a timely fashion as provided herein shall
61 be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion
62 shall have the right to automatically proceed to the next step of the grievance procedure. The
63 time limits may be extended by mutual consent.

64 3.5 REMOVAL FROM SPECIALTY TEAM OR ASSIGNMENT. Removal from a specialty team position
65 or assignment shall only be for cause. Examples of "cause" may include but are not limited to
66 poor performance, reluctance to perform assigned duties, failure to successfully complete
67 training, continued failure to be available for call-in, poor documentation and the like.

68 3.6 GRIEVABLE. An officer not selected for a specialty team position or assignment shall have the
69 right to grieve the decision through the grievance procedure. Only reasons capable of objective
70 proof shall be considered in the event that a determination of non-qualifications is made and
71 grieved.

72 3.7 WAIVER OF STEPS. Steps in the procedure may be waived by mutual agreement of the parties.

73 3.8 STEPS AND PROCEDURE.

74 3.8.1 STEP ONE. The grievant or Association on the grievant's behalf shall have the right to
75 present the grievance in writing to the Chief of Police within 25-working days after the
76 employee or the Association knew or should have known of the event giving rise to such
77 grievance. The Chief of Police shall furnish the grievant and the Association
78 representative an answer within 15-working days after receiving the grievance.

79 3.8.2 STEP TWO. If the grievance is not satisfactorily resolved at the first step, the Association
80 shall prepare a written grievance and present it to the Human Resources Director within
81 15-working days of the Chief of Police's response. The Human Resources Director shall
82 review the grievance and shall respond in writing within 15-working days after receipt

of the written grievance.

3.8.3 STEP THREE. If grievance is not resolved at the second step, the Association shall present the written grievance to the Personnel Committee within 15-working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 10-working days after their decision, which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The Association shall be given a 10-working day notice of said hearing.

3.8.4 STEP FOUR. If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 10-working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

3.9 GRIEVANCE ARBITRATION PROCEDURE.

3.9.1 ACCESS TO RECORDS. The employee or the bargaining unit shall have access to the City's investigative file and all other pertinent documents or information once a disciplinary action has been meted out, but no sooner than 8-days after such discipline has been meted out. Access to the employee's personnel file shall be subject to the restrictions of Section 103.13 (3) Wis. Stats. Nothing in this paragraph shall prohibit or restrict the City from taking a statement of the employee as part of an investigation to determine whether the employee should be disciplined.

3.9.2 DISCLOSURE OF WITNESSES. Any time after step 2 of the grievance procedure, either party may demand a list of witnesses that the other party intends to call by furnishing the other party with a list of witnesses of the demanding party. The other party, upon whom the request is made, shall respond to that request within 8-working days of the date of the request. The parties shall be under a continuing obligation to update and supplement the list of witnesses so provided. Any witness not identified in response to a demand before the date of the informal pre-hearing conference shall not be allowed as a witness in the case in chief in these proceedings.

3.9.3 DEPOSITIONS.

- a. Once a witness has been identified pursuant to the procedures set forth above, that witness may be deposed.
- b. Either party may identify witnesses they intend to call in these proceedings without receiving a demand from the other party. Upon identification of such witness, the party so identifying the witness shall, upon notice to the other party, be permitted to depose that witness for purposes of perpetuating testimony for the grievance hearing.
- c. Any depositions taken, whether during the investigation of the actions leading up to the discipline or at any point thereafter, may be used by either party at any step in the grievance procedure as may be otherwise provided by law.

3.10 COSTS. The party initiating the grievance shall pay for the administrative costs for initiating

arbitration. Any other expenses or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

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

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

ARTICLE 4 HOURS

4.1 NON-SHIFT EMPLOYEES. The work schedule for non-shift employees shall be equalized with that of the shift employees subject to approval of the Command Officer. Approval shall not be unreasonably withheld. The workday for non-shift employees shall be a maximum of eight and one-half hours.

4.2 SHIFT EMPLOYEES.

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

4.2.2 The normal tour of duty shall be 8½-hours including roll call time. However, officers may return to the station after 8¼-hours in order to submit all usual and required written reports and information and to ascertain that they have been properly and correctly submitted before leaving the premises. In no event shall the completion of a required report become a matter involving overtime except with approval or at direction of the Command Officer.

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

4.3.1 No such selection or pick shall be made more than 45-days before the day in question.

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

4.3.3 Within 30-days but not less than 24-hours prior to the start of the time off requested, such selection shall be on a first come, first served basis regardless of seniority up to the number of officers allowed off under the Labor Agreement regardless of staffing requirements. The shift commander or other designated Command Officer may, in their

sole discretion, allow more officers off than the number of officers allowed off under the Labor Agreement regardless of staffing requirements in accordance with the above procedures for identifying the officers. In no event may an officer select time off without 24-hours notice prior to the start of the time off requested, to the shift commander or other designated Command Officer, but a shift commander or other designated Command Officer may, in their sole discretion, waive the 24-hour notice for reasons found sufficient. For purposes of this provision, officer means an 8½-hour shift.

4.4 FLEX TIME. Officers shall not be allowed to flex their hours in a workday except as explicitly provided for in the Agreement or specifically agreed to in writing between the City and the Association from time to time. Officers who work an administrative schedule (5-2, 4-3) may work on their flex day with Command Officer approval during their last five years of work before their declared retirement date.

4.5 MIDDAY SHIFT. The midday shift will comprise the hours of 10:30 am to 7:00 pm with officers assigned to a 5-3 group work schedule.

4.5.1 Officers will bid for the midday shift by department seniority by signing a general department posting.

4.5.2 Management retains the right to determine the number of officers to be assigned to the shift. The time frame to fill this shift will be determined based on where the officers bidding the shift come from.

ARTICLE 5 SHIFT ASSIGNMENTS

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

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

5.2.1 The substitute member shall be of the same rank as the requesting member and hold a uniformed assignment regardless of division.

5.2.2 The request shall be in writing and approved by the shift commander or Command Officer of both the requester and substitute, which said approval shall not be unreasonably withheld.

5.2.3 The consideration to the substituting officer, such as the requesting officer substituting for the substituting officer in the future, shall be strictly between said officers, without the City having any obligation whatsoever to be involved in enforcing any such agreement.

5.2.4 No trade may be made if the trade, when made, would result in an officer working more than 14¼-hours, in a combination of shift trade, training, duty hours and/or overtime, in any 24-hour period.

5.2.5 An officer who makes a partial trade with an officer on a contiguous shift with a

206 30- minute overlap shall remain on duty an additional 15-minutes at the end of
207 that shift without any additional compensation.

208 5.3 TRAINING OF NEW PERSONNEL. The training of new officers shall be conducted pursuant to
209 the departmental field training program under the provisions of this Agreement, excepting
210 that while in training, the department shall have the right to assign shifts, groups, jobs, and
211 duties as is necessary or proper under the training program, and all selection rights in
212 regard to the same contained in this Agreement shall not apply to such officers; provided
213 that in all instances the provisions regarding the length of the work day, the work week,
214 provisions regarding pay, including overtime (except such officers may not bid, or be
215 inversed, for normal overtime) shall apply.

216 5.4 TEMPORARY ASSIGNMENTS. The Chief of Police may, upon written notice to the Bargaining
217 Unit, temporarily assign officers to special duties or projects for a period of up to 30-days;
218 provided however that no officer may be temporarily assigned to any duties or projects
219 which have historically been or normally are performed by or assigned to Bargaining Unit
220 members as part of their job duties. If the assignment is voluntary, no premium pay shall
221 be earned by the officer. An officer's performance of any temporary assignment shall not
222 impact on promotion (excepting that such might increase the officer's personal knowledge
223 or experience) and shall not become part of the officer's personnel file or work record for
224 promotional purposes.

225 5.5 TEMPORARY ASSIGNMENTS IN THE BEST INTEREST OF THE EMPLOYEE. The Chief of Police
226 may, with Association approval, temporarily assign members to other duties or projects for
227 a period of up to 15 consecutive working days so as to assist the member's overall wellness.
228 Any member so assigned shall not be allowed to work overtime outside of his/her
229 temporarily assigned duties. This provision may not be used as discipline, nor may such
230 temporary assignment be considered in future discipline.

231 5.6 DAYLIGHT SAVINGS. When clocks are adjusted for "Daylight Savings Time" employees shall
232 be compensated according to the clock rather than actual hours worked. Overtime shall
233 commence after 8½ hours on a regular workday.

234 5.7 SPECIAL PROJECTS. The Chief of Police may authorize special projects not to exceed 60-
235 days. The special projects shall be assigned based on qualifications amongst those
236 interested. The selection process will be in accordance with Section 7.4, with the exception
237 of the Peer Review process which shall not be included. The length of the special project
238 may be extended upon mutual agreement with the Association for a period of up to 30-
239 additional days. Approval for such extension shall not be unreasonably withheld. Members
240 in the following positions shall not be eligible for special assignments:

241

Canine	Animal Control Officer	Neighborhood Response Team
Detective	Traffic Enforcement Officer	School Resource Officer
Drug Unit	Range Master	Community Policing Officer
	Behavioral Health Officer	

242 Identical special projects shall not be posted more than two consecutive times except for
243 good cause shown or by mutual agreement. Special projects may not be used to avoid

filling vacancies in specialty units. Sergeants may only be assigned to special projects to perform supervisory duties.

5.8 SAFETY STAFFING.

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

5.8.2 Staffing Requirements. In order to serve the above general policy, the following minimum officer safety staffing shall be maintained at all times, subject only to the provisions of 5.8.2.c below. The City may count up to two (2) Patrol Sergeant positions as patrol officers for purposes of safety staffing:

- a. Safety staffing between the hours of 6:15a and 10:30a will be 11-patrol officers, between the hours of 10:30a and 7:00p will be 13-patrol officers, from 7:00p until 3:30a this minimum shall increase to 16-patrol officers, however may be reduced to 14-patrol officers because of absences due to officers going home during shift due to illness. From 3:30a until 6:30a minimum staffing may be reduced to 10-patrol officers on duty.
- b. The following provisions shall apply to the counting of patrol officers for minimum staffing requirements:
 - i. Command Officers will only supplement safety staffing and do not count toward the safety staffing requirement.
 - ii. There will be a minimum of two patrol sergeants working during the hours of 6:00a to 3:00a. During the hours of 3:00a to 6:00a, patrol sergeant staffing may be reduced to one sergeant.
 - iii. Officers in plain clothes shall count toward the required number for staffing if officer is on patrol;
 - iv. Two officers assigned to a patrol squad car shall count as two officers for required number for staffing;
 - v. Probationary officers in training shall not count toward the required number for staffing;
 - vi. School Resources Officers (SROs) shall not count toward the required number for staffing;
 - vii. Community Police Officers (CPOs) shall not count toward the required number for staffing;
- c. Unexpected deviations below safety staffing on any given shift within 3-hours of the end of that shift shall be filled by a call-in of the oncoming shift. This may occur when an officer or sergeant goes home sick. Should the time slot extend outside of 3-hours a full call-in must be done even if the department is running below staffing.
- d. "Active patrol duty" shall mean a uniformed or plain clothed trained officer

being assigned to perform a shift tour of duty the usual and customary duties of active police patrol within a district or other area of the city designated by the Chief of Police or designee.

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

f. In the event of a violation of the provisions of this Section, whether by the City failing to call in an officer or calling in the wrong officer, the officer who should have been called in shall be compensated for the wages the officer would have earned had the officer been called in.

5.9 GROUP SELECTION. Assignments to groups shall be selected by departmental seniority as follows.

5.9.1 Current group assignments shall be continued, and no bumping shall be allowed.

5.9.2 When a vacancy in any group occurs on a shift, such shall be posted for selection by all officers qualifying to fill such a position, including officers already assigned to the shift.

5.9.3 Officers being newly assigned to a shift shall be assigned to a group having a vacancy after the posting under 5.8.2.

5.9.4 When an officer leaves a shift because of a move that entitles the officer to return to the shift at a later date, that officer shall be treated as a newly assigned officer to the shift under 5.8.3, unless agreed otherwise by the City and the Bargaining Unit before the officer leaves the shift.

5.9.5 New Shift/Group changes: An officer that moves shifts or work groups and is owed off time due to the shift/group move shall take any time off owed within the FLSA period. The officer shall be allowed to elect the off day(s) within the FLSA period (under the procedure identified in Article 14.3(c) of the Agreement), as long as the vacation book shows such day(s) as available. In the event the officer does not elect to do so, or his/her chosen off day is not available in the vacation book, the Department shall assign the day(s) off owed. No payback or compensatory time will be given unless the City is unable to schedule the off time owed within the FLSA period.

The formula for determining the off time owed to an officer for a shift/group move is as follows:

1. Prior to the shift/group move, use the officer's last full rotation 5 days on 3 days off. After the shift/group move again use one full rotation 5 days on 3 days off. Total the number of work days and the number of off days.

- 326 2. Total number of days worked in point #1 multiplied by .6 to
327 determine the number of days off the officer should have had.
328 3. Compare the number of days off in point in point #1 to the number
329 of days off in point #2. If point #2 is higher than point #1 this is the
330 amount of time owed to the officer. If the officer is owed any time
331 off, the office shall be scheduled the time off within the FLSA period.

332 The City will not seek compensation from the officer or add additional work days to
333 the officer's schedule if, as a result of a shift/group move, the officer is off work
334 more time than allotted during a normal rotation.

335 An officer that is scheduled off due to time owed from a shift/group move is unable
336 to substitute any off time (i.e. personal or sick) for those scheduled off days.

- 337 5.10 ASSIGNMENT OF POSITIONS. Assignments to job or duty positions shall be made only when
338 a vacancy exists, and there shall be no bumping.

339 **ARTICLE 6**
340 **OVERTIME**

- 341 6.1 OVERTIME PAYABLE. Employees shall be compensated at the rate of 1½-times based upon
342 their normal rate of pay for all hours worked in excess of the scheduled work day or work
343 week. Overtime shall commence after 8½-hours on a regular workday or for hours worked
344 outside the normally scheduled workweek. For purposes of calculating overtime,
345 compensation for the hourly rate shall be based on a bi-weekly schedule of 75.6-hours and
346 an annual schedule of 1964.5-hours. No change in the amount of overtime claimed by an
347 employee shall be made unless the employee is notified of such proposed change within
348 7-days of the employee submitting the overtime.

- 349 6.2 OVERTIME/COMPENSATORY TIME. A member may elect to receive compensation for
350 overtime worked as either pay or compensatory time, accrued at a rate of 1½-times the
351 hours worked. Such election shall be made when the overtime is reported in the payroll
352 system. Compensatory time shall be limited to an accumulation of 100-hours. A member
353 may request payment for part or all of their compensatory time balance up to twice per
354 calendar year at a time of their choosing.

- 355 6.3 ALLOCATION OF OVERTIME.

- 356 6.3.1 Posting. All overtime of the department schedule, where practicable, shall be posted.
357 If more persons qualified for such overtime work sign for such than are needed,
358 overtime shall be assigned on a seniority basis among those qualified for the work.
359 (It is contemplated that at times it shall be necessary to determine the qualification
360 of an employee to work overtime based upon the employee's knowledge of the
361 subject of the overtime work or the training and expertise of the employee.
362 However, in the event of a dispute as to the same, the City shall have the burden of
363 establishing the necessity.) In assigning overtime the department shall ask for
364 volunteers on the basis of seniority regardless of whether the officer is on a work or
365 off day. In the event sufficient volunteers are not found, the balance of the overtime
366 shall be assigned on the basis of inverse seniority among those on their workdays
367 and then by inverse seniority among those on off days. Management may refuse
368 overtime where there is a legitimate safety concern. Practicability of posting shall

be determined in light of time available for posting and departmental or public security, or other relevant and sufficient factors. This paragraph shall not apply to overtime resulting from an extension of a person's normal workday duty, nor shall it apply to overtime not assigned by the City of Green Bay.

Special event overtime, when practicable, shall be posted for a minimum of 30-days in advance of the event. The most senior qualified officer signing for and assigned the special event overtime will be expected to perform that overtime assignment. In the event the Department has less than 30-days advance notice to post the special event the posting will include a date to cancel. Once the posting period ends, if the officer needs to cancel the overtime assignment, it is the officer's responsibility to find a replacement from the list of officers who signed for the overtime posting. If no replacement on this list is available, the officer shall find a replacement through a full department call in of eligible personnel. For purposes of these posting procedures a special event will typically be considered crowd control, traffic control, and general security at events, such as an athletic event, concert, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, show, or other similar display which interferes with normal flow or regulation of traffic on the streets, sidewalks, or right-of-way, or the normal use of parks or other public or private grounds.

6.3.2 Qualification for Overtime. When determining qualifications, department shall abide by the following:

- a. When the overtime in question calls for the officer not to be in uniform, such overtime shall be performed by a detective. However, this provision shall not prevent the department from using patrol officers for ordinary plain clothes surveillance duty during their normal shift or using a patrol officer when the department is unable to secure sufficient detectives whether they are on or off duty. Use of patrol officers shall not reduce any shift below the number required for safety reasons. If the detective maintains a uniform, the detective shall be allowed to select overtime with the patrol division and specialists for crowd control events such as the 4th of July, Artstreet, and the like.
- b. When the overtime in question calls for the officer to be in uniform, such overtime shall be performed by an officer who, in the normal course, performs their duties in uniform, or are assigned to a Specialty Assignment as defined in 7.1 (excluding the Drug Task Force). Overtime under this provision involves duties including and similar to road patrol, such as Speedwave, OWI saturation patrols, downtown security, and any other assignment where it is anticipated that the patrol vehicle shall be used the same as a road patrol vehicle. Assignment under this provision requires knowledge and proficient use of the patrol vehicle and all equipment contained therein. The Road Overtime Call list shall include these assignments. Because the rank of Detective is a promoted position, Detectives shall not be eligible to work Patrol overtime.
- c. Specialists shall be allocated overtime within their respective specialties, and in addition, if the specialist is, in the normal course, required to maintain a uniform,

such specialist shall be allowed to select overtime with patrol division officers for crowd control events, such as 4th of July, Artstreet, and the like. Where it is anticipated such use of the patrol vehicle would not be needed, shall be filled by seniority from the full specialty call in list (mix of detectives, specialist positions and patrol officers). Examples of such overtime would be crowd control, traffic control and general security where the presence of a patrol vehicle is operationally desired, but full functional operation is not required.

- d. For any overtime assignment where it is unclear what pool of officers should be utilized; such determination shall be made via mutual agreement between the City and an Association representative.
- e. All overtime above shall begin at the station and the officers assigned shall report to the Shift Commander or briefing supervisor verifying their presence, at the end of the assignment the officer(s) must stop at the Shift Commander's office and verify they have completed their assignment. There is no change to the Packer Game Day reporting for duty and overtime procedures.
- f. Absent a bona fide emergency, a sergeant in one Division shall not be eligible for non-special event overtime work in another Division.
- g. Sergeants in the Investigations Division shall not be eligible to work any Detective overtime involving nonsupervisory duties unless there are no Detectives available to perform the work.
- h. Command Officers shall not be qualified to work any overtime involving nonsupervisory duties.
- i. With the exception of special events and grant-funded traffic safety work, absent a bona fide emergency, sergeants shall not be eligible to work any overtime assignment in which the duties performed are those of an officer. This includes patrol duties and duties performed on specialty team callouts such as the Dive Team. This provision shall be applied to the SWAT Team effective July 1, 2026.

6.3.3 Overtime as Duty Assignment. An overtime assignment may be cancelled by the City at any time, provided that if it is cancelled within 24-hours of the scheduled start of the assignment, the officer shall be paid minimum call-in under sec. 6.4 below, or in the case of shift overtime, payment for the entire shift. The term "cancel" shall include cutting short overtime which was planned to run for more than 3-hours.

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

6.3.5 Overall hour limitation. Except as provided above, overtime shall not be allocated or assigned where it would result in an officer working more than 14¼-hours, in a combination of overtime, training, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is a 7½-hour break in on duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. The 14¼-hour limitation provided for in this paragraph shall be extended to allow

for the duty of officers to extend their shifts upon the order of a Command Officer or when addressing emergencies that may occur at the end of a shift.

6.3.6 Inversed Overtime Assignment. Whenever an officer is inversed to work an overtime assignment, the officer inversed shall have the right to have another officer work the overtime on the same basis as the assigned officer, provided the replacement officer is from the pool of officers that were originally considered for the overtime assignment (in essence giving it away, the one that actually works it gets paid). In the event the City determines the need for the inversed overtime assignment has ended, the officer that is working the inversed overtime assignment may voluntarily cancel or cut short the overtime assignment with notice to the Command Officer. At the officer's choice inversed overtime assignments may be cancelled in accordance with provisions of this Article.

Improper Inverse. In the event an officer is improperly inversed under any of these procedures, the officer shall receive additional pay in the amount of straight time pay for each hour worked during the improper inverse assignment. In the event an officer is notified of a cancellation of the improper inverse assignment within one hour of the notice of inverse assignment and the employee chooses to work the inverse assignment under section 6.3.6 the additional straight time pay shall not be applicable to such inversed overtime assignment. Examples of road overtime are attached as Appendix A.

6.3.7 Shift Overtime Postings and Subsequent Openings. The City shall post only for actual shift openings when posting for available shift overtime. Such postings shall be displayed for a minimum of 4-days. Any subsequent shift openings of the same overtime period(s) discovered while the positing is still active may be filled via this posting. Once such posting is taken down, any subsequent openings not involving a holdover must be filled via a telephone posting of all officers by seniority, even if the overtime period is the same as that of the previous posting.

a. Anticipatory Overtime: One exception to only posting for actual shift openings are for anticipated but not actual safety staffing shortages. The City may use "anticipatory postings" for anticipated safety staffing shortages. Such postings will be clearly marked anticipatory. This posting shall be filled or cancelled no later than 24 hours from the time of the assignment. Members who sign this posting may refuse to accept the assignment at the time the posting is taken down. If the anticipated posting does not have an adequate amount of members to fill the staffing shortage when taken down the shortage must be filled via a telephone posting of all officers by seniority.

6.4 MINIMUM CALL-IN TIME. Employees shall be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½-hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school, specialty team training or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department

may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees shall be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay.

6.4.1 Any officer who takes vacation or off-time coming, personal leave day or any other off-time authorized after being scheduled and notified of a required court appearance or other required non-shift departmental duties shall be compensated for a minimum of 3-hours.

6.4.2 Continuous Duty: In the event an officer is called in for more than one call in any given day, including notice of court or any other notice of time outside the regular shift, that officer shall not receive two call ins, but shall be paid continuous pay at the overtime rate of time and one-half from the beginning of the first call in to the end of the second call in; excepting that if the call ins in question are for specialized units established and existing for the purpose of being called in for special problems or occurrences, such as SWAT, K-9, accident reconstruction, the continuous duty rule shall not apply to more than one call in of such nature, but rather each call in shall be a separate call in.

6.4.3 When a trade of shifts is made between officers as authorized in section 5.2 of this Agreement, and one of the officers is subject to a call as set forth in section 6.4 of this Agreement, the officer working the day shall be subject to the 3 hour call in compensation and the officer who is off because of the trade shall be subject to the 6-hour call in compensation. It is understood that the above shall not affect the application of 6.4.1 and 6.4.2 of this Agreement.

6.4.4 Officers inversed to work overtime to satisfy safety requirements shall be paid call-in time under this section. Officers who volunteer to work such overtime shall be paid at time and one-half for the overtime actually worked.

6.4.5 Officers shall be subject to the residency requirements as outlined in Article 35, Residency, of the Agreement, for immediate need safety staffing shortage call-ins and immediate need detective call-ins.

6.4.6 Response time compensation for call-ins shall apply as outlined in Article 35, Residency, of the Agreement.

6.5 IMMEDIATE NEED CALL-IN COMPENSATION. Immediate need call-in is defined as that need not previously known or posted, where the officer is needed immediately. (Example: Immediate road staffing shortage). This does not apply to court related hearings where the officer is being called in to testify such as municipal or circuit court appearances, probation/parole hearings or Chapter 51 hearings.

6.5.1 When an officer is called-in for immediate need overtime such overtime shall commence at the station upon duty-ready status of the officer. Such officers shall report to the on- duty Shift Commander duty ready, which shall be recorded as the official start time; additional 30-minutes of overtime shall be added to that start time regardless of when the officer arrives.

6.5.2 In the event the immediate need compensation requires the officer to respond directly to a scene, the start time shall be the time the officer arrives at the scene. Such officers shall report to the on-scene supervisor which shall be recorded as the official start time.

An additional 30-minutes of overtime shall be added to that start time, regardless of when the officer arrives.

- 6.5.3 If the overtime assigned is to fill immediate safety staffing needs the supervisor shall begin the call-in process immediately. There shall be no deliberate or unnecessary delay of filling such overtime. The officer accepting the overtime receives pay from the time of reporting duty ready to the Shift Commander plus 30-minutes. There is no compensation for the time between discovery of the shortage and the paid start time of the officer. The period of time the shift was short staffed up to the time of discovery is to be reported to the Operations Commander.

EXAMPLE: (Immediate action.) At 7:00p it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15p. Shift Commander immediately starts the call-in process. Officer A is called at 7:15p and accepts. Officer A arrives at 7:55p and reports to the Shift Commander duty-ready (in uniform and ready to walk out door). Officer A receives pay beginning at 7:25p (time of reporting + 30-minutes). No compensation for the time from 7:00p to 7:25p.

EXAMPLE: (Unnecessary delay.) At 7:00p it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15p. Shift Commander decides to wait to begin the call-in as there is no officer available to make the calls or s/he wishes to eat lunch first. An officer is available at 8:00p and call-in begins thereafter. This delay would be deemed unnecessary as the Shift Commander could have started the call-in him/herself. The time from 7:00p to 8:00p would be compensated under 5.7.2.f

EXAMPLE: (Shortage not discovered right away) At 10:00p it is discovered that there was a safety staffing shortage since 7:00p. The supervisor immediately begins a call-in process. Officer is called at 10:15p and accepts. Officer reports to Shift Commander at 11:00p duty ready (in uniform ready to begin). Officer receives pay beginning at 10:30p (time of reporting + 30-minutes). The time from 10:00p–10:30p is not compensated. The time from 7:00p to 10:00p shall be compensated via Article 5.7.2.f. In this situation, the supervisor notifies the Operations Commander of the details of the 7:00p–10:00p shortage. The Operations Commander shall facilitate the remedy with the GBPPA.

- 6.6 ORDERED IN VS. VOLUNTARY ACCEPTANCE. “Ordered In” is defined as a non-voluntary assignment. The officer is ordered to come in and has no choice. In this situation the officer is compensated from the time the officer was ordered in to report for duty. Minimum call-in time (3-hours/6-hours) applies to this situation.

- 6.7 COURT CANCELLATION PROCEDURE. The afternoon shift commander shall be notified of any court cancellations. It then becomes the responsibility of the officer to call the shift commander after 5:00p on the day prior to the scheduled court date as to whether or not the court appearance has been canceled.

- 6.7.1 The shift commander shall record all such calls by date and time in a log book; that is, if an officer appears at court and the case has been canceled, s/he shall receive the minimum call-in pay only if s/he had called in after 5:00p the prior day and was not

- 587 notified of the cancellation. If the officer had not called in the prior day, s/he shall not
588 receive the pay.
- 589 6.7.2 On those occasions when court appearances are canceled after 5:00p, the shift
590 commander shall attempt to contact the officer with the cancellation, if the officer had
591 already called in. If the officer is contacted 12-hours before the scheduled court
592 appearance, the officer shall not receive call-in pay.
- 593 6.7.3 Court shall include any time an officer is instructed by the Chief of Police or designee
594 or subpoenaed to appear in any Court, legal proceedings (including depositions), or
595 before any governmental body or other person, tribunal or agency authorized by law
596 to issue subpoenas, which appearance is related to or arises out of the officer's scope
597 of employment. (The City and Bargaining Unit have disagreed as to whether there was
598 a past practice for compensating officers who are subpoenaed or instructed to appear
599 at arbitrations or grievance proceedings dealing with the administration of this
600 Agreement and the City had previously informed the Union of the discontinuance of
601 this alleged past practice in a letter to the Union, dated August 27, 1986. The above
602 language shall not apply to these situations.)
- 603 6.8 OVERTIME FOR LAMBEAU FIELD EVENTS.
- 604 6.8.1 Two postings shall be placed on the bulletin board once each year by July 1. All officers
605 interested in working Packer games or working any extra overtime beyond what would
606 be normal for traffic or field assignments are requested to sign the respective postings.
607 These postings shall contain the anticipated staffing needs for the games.
- 608 6.8.2 Officers who sign the above said posting shall be assigned to work each of the Packer
609 games in the year in question on the basis of departmental seniority.
- 610 6.8.3 In the event there is an insufficient number of officers signing the posting to fill the
611 remaining complement needed for the Packer games, officers shall be assigned in
612 accordance with the Inverse Non-Road Overtime procedure in Appendix A.
- 613 6.8.4 In the event that any officer who has signed the above said posting to work the Packer
614 games later decides not to work any given game, such officer shall have the right to
615 remove their name from the posting for any game by giving at least 10 days advance
616 notice of such removal before the game in question.
- 617 6.8.5 Officers working overtime for Packer games and other stadium events requiring the
618 implementation of the Incident Command Structure shall be compensated at twice their
619 regular rate of pay for all hours worked. The parties agree that all events associated
620 with the 2025 NFL Draft are not considered stadium events, and overtime associated
621 with the 2025 NFL Draft shall be compensated at time and one-half.
- 622 6.8.6 Use of Day Shift for Staffing Holdover on Day of Packer Games. On Packer game days, a
623 holdover of officers to complement staffing until Packer personnel return for road duty
624 shall be filled by seniority from a combined pool of day shift officers working that day.
625 Such overtime shall commence at the end of the officer's normal shift. If enough officers
626 do not volunteer, openings shall be filled by inverse seniority from this same pool.
627 Payment shall be at double time for time worked.
- 628 6.9 STAND-BY PAY. Officers asked to be available for immediate call to duty shall receive an
629 hourly rate of pay equal to 15% of the top patrol officers' hourly rate for every hour in which
630 they are on stand-by. When actually called to duty, they shall be compensated according to

- Article 6 and/or Article 11 of this Agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority from among those signing a posting.
- 6.10 ASSIGNMENTS OUT OF CITY. When an officer is assigned to perform duties out of the City which requires the officer to be out of the city overnight, in connection with their responsibilities as an officer for the Green Bay Police Department, the following shall apply. Compensation for training and/or schools shall be in accordance with Article 29.
- 6.10.1 The work assignment starts when the officer reports to the police department for duty assignment and ends when the officer returns to the police department. In the event an officer must travel on an off day, the City does not guarantee any number of hours. In the event an officer is required to work on a scheduled off day, the City retains the right to schedule travel time with sufficient time to reach the destination.
- 6.10.2 Transportation shall be provided as determined by the department.
- 6.10.3 If the officer is on a work day, the officer shall flex their normal work hours to accommodate travel time and work hours to the extent deemed appropriate by the department. The City may assign normal police duties on the day of travel, and require officers to work normal police duties until travel begins.
- 6.10.4 While on the out of city job assignment, an officer shall flex their normal work hours so as to accommodate the times that job duties are to be performed out of city (for example, if the officer works the night shift and the job assignment is to testify in court, the department shall have the option of directing the officer to start the work day at 6:00 a.m. the following day when the officer is to be in court).
- 6.10.5 An officer shall not be compensated in any fashion during the hours of 10:00p and 6:00a provided that the officer is not required to perform job duties during these hours. If an officer is required to perform job duties during these hours the officer shall be compensated only for the time spent performing those duties. All other hours during the out of city assignment shall be compensable as work hours, either as actual hours of work, or hours spent engaged to wait or waiting to be engaged for work.
- 6.10.6 Once notified of the court date, officers may not take off time on that date. See 6.4.1.
- 6.11 PAY BACK COMPENSATION. Until December 31, 2017 all accrued payback compensation shall be used by Employee prior to the last date of employment, or paid out at the time employee separates from employment. Effective January 1, 2018 payback time will not accrue in excess of 100-hours. Any hours in excess of the 100-hour maximum on January 1, 2018 will be paid out at employee's then current rate of pay. Payment will be made as soon as administratively practicable after January 1, 2018. Thereafter, earned hours in excess of the 100-hour maximum will be paid out as they are earned.

ARTICLE 7

SELECTION FOR SPECIALTY TEAMS AND ASSIGNMENTS

- 7.1 Regular assignments are those specialty assignments that are the officer's regular shift duties, and include:
- 7.1.1 Community Police Unit

- 675 7.1.2 Canine Unit
676 7.1.3 School Resource Officer Unit
677 7.1.4 Neighborhood Response Team
678 7.1.5 Drug Task Force
679 7.1.6 Traffic Unit
680 7.1.7 Professional Standards Division
681 7.1.8 Full-time positions in the Training Division (i.e., Range Master)
682 7.1.9 Animal Control Officer
683 7.1.10 Behavioral Health Officer
684
- 685 7.2 Detached assignments are those assignments that are separate from and supplementary
686 to a member's regular assignment and include:
687
- 688 7.2.1 Special Weapons and Tactics (SWAT) Team
689 7.2.2 Dive Team/Dive Team Support
690 7.2.3 Peer Officer Support Team (POST)
691 7.2.4 Crisis Negotiation Team
692 7.2.5 Detached instructor positions in the Training Unit
693 7.2.6 Field Training Officer (FTO) Program
694 7.2.7 Marine Unit
695 7.2.8 Honor Guard
696 7.2.9 Police Motorcycle Operator/Instructor
697 7.2.10 Traffic Crash Reconstruction Team
- 698 7.3 Selection Process for Specialty Units
699 7.3.1 POSTING. Openings for specialty team positions will be announced either
700 through posting or electronic communication to all officers. The announcement
701 will include a description of the assignment; the closing date if any to apply for
702 the assignment; requirements to be eligible for assignment; expiration date of
703 the list; and description of the selection process.
- 704 7.3.2 MEMBER APPLICATION. The posting will indicate if the officer needs to provide
705 written notice, prepare a letter of interest, provide a resume, or other means of
706 applying for the assignment.
- 707 7.3.3 PROCESS FOR SELECTION. The selection process shall consist of the following:
708 a. At the time of the closing date of the posting, the candidate must meet
709 posted requirements to be considered further for the assignment or
710 specialty position.
- 711 b. Interview by a panel including at least one GBPPA member designated by the
712 Association and one member from an outside police agency or community
713 member with a relevant skill set. The interview shall be scored on a 100-
714 point scale and the officer's score will equate to the number of points
715 received by the interview panel. The candidate must receive a score of 70
716 percent or higher to continue in the process.
- 717 c. A Peer Review consisting of:

- 718 • Peer review forms will be sent to 10 members of the same rank with
719 whom the candidate currently works. Peer reviewers will be randomly
720 selected. In addition, peer review forms will be given to the member's
721 direct supervisor and one other supervisor. A GBPPA representative shall
722 observe the reviewer selection process.
- 723 • Reviews will be in the form of a survey using a 5-point Likert scale to
724 measure peers' opinions of specific skills and abilities related to the
725 specialty position.
- 726 • The Peer Review shall be scored on a 100-point scale. The reviews with
727 the highest and lowest scores for each candidate will be discarded, then
728 the remaining scores shall be averaged to determine the final score.
- 729 d. Each candidate's cumulative score shall be determined by weighting the
730 interview score at 80 percent and the peer review score at 20 percent.
- 731 e. Upon successful completion of the selection process, the candidate's
732 seniority points will be added to their cumulative score for the interview
733 and peer review to reach a final score. Using the candidate's seniority
734 date, the candidate shall receive one point for every 3-complete years of
735 service.
- 736 f. Candidates will be ranked by their final overall score and the candidate
737 with the most points will be offered the position. In the event of a tie the
738 candidate with the highest seniority will be offered the position.
- 739 g. The Chief may skip a candidate on the eligibility list with sustained
740 allegations of serious policy violations. The decision to skip a member on
741 an eligibility list for a specialty assignment is subject to the grievance
742 procedure outlined in Article 3, but such grievance does not include the
743 right to grieve prior discipline.
- 744 h. If an insufficient number of eligible members apply for a specialty
745 assignment, the Association and the City shall meet and confer as to how
746 to proceed. In the event that the parties cannot reach agreement as to
747 how to proceed, the City may withdraw the specialty assignment posting,
748 or:
- 749 • The position shall first be re-posted, opening eligibility to any non-
750 probationary member.
- 751 • After that, if there is still an insufficient number of applicants, the
752 position shall be filled by inverse seniority among non-probationary
753 members.
- 754 7.3.4 Should the City choose to establish an additional shift or fill a vacancy in any
755 specialty unit, that shift or vacancy shall first be offered to members of that unit by
756 overall seniority.
- 757 7.3.5 Should a member choose to leave a permanent specialty assignment, they may do
758 so by requesting the same. If the officer decides to return to regular duty during

759 the first 30-days in the specialty assignment, they shall return to their previous
760 assignment and shift. After 30-days, if the member leaving the assignment is an
761 Officer, they shall transfer to whatever opening exists in the Patrol Division until
762 such time that openings arise on other shifts and the officer's department seniority
763 allows movement to another shift. A sergeant in this situation shall transfer to
764 whatever patrol sergeant position is available. A detective in this situation shall
765 return to the Detective Division.

766 7.4 SCHOOL RESOURCE OFFICER. To be eligible for appointment to the School Resource
767 Officer position, a member must have at least 3-years' experience as a Green Bay Police
768 Officer. Selection shall be as described in Section 7.3.

769 7.4.1 School Resource Officers shall receive pay consistent with Schedule A of this Agreement.

770 7.4.2 The SRO shall work a 5/2 work schedule during the school year. Hours of work for
771 this position shall be 7:00a-3:30p. Summer schedule is a 5-2/4-3 schedule. Each SRO
772 shall accumulate 1-work day every other week while school is in session and bank
773 that day for off time during the summer months. Accumulated banked days cannot
774 be carried over to the next school year.

775 7.5 CANINE UNIT. To provide maximum availability for normal canine handling duties, newly
776 appointed Canine Unit officers shall not serve on more than one other specialty unit at the
777 same time.

778 7.5.1 Qualifications for this position are:

779 a. Minimum of 3-years as a Green Bay police officer.

780 b. The selection process for Canine Officers will be in accordance with Section 7.3.

781 c. Prior to the selection process as described in section 7.3, candidates will be required
782 to pass a physical agility test reasonably designed to measure their ability to perform
783 the Canine Officer role. This test shall be administered on a pass/fail basis; a member
784 must pass the test to continue in the selection process.

785 d. The commitment by the officer to remain in the program shall be 5-years. The
786 commitment requirement is met by the employee spending 3-years in the
787 program. Any officer who enters the program and becomes eligible for
788 promotion during the first 3-years of the program must waive their opportunity
789 for any promotion until the full 3-year commitment to the program is
790 completed unless the parties mutually agree otherwise.

791 e. For Canine Officers appointed after July 1, 2016 the length of assignment will be
792 10 years or the work life of 2 of the officer's dogs, whichever is greater. The
793 Canine Officer may be considered for additional Canine Officer assignments by
794 applying for the position.

795 7.5.2 The Canine Unit shall work 5-days on, followed by 3-days off on a rotating schedule.
796 The Canine Unit shall work 8½-hours per day in the same manner as shift personnel.

797 7.5.3 The Canine Officer shall be responsible for 17-hours of maintenance training per
798 month on a yearly average. Canine officers shall be paid at straight time pay for up to
799 171-hours in the 28-day cycle, if the training pushes the officer over the 171-hours

800 they would receive 1½ pay for those hours (this provision is to address training only
801 and is not a waiver of other contractual overtime i.e., time in excess of 8½ hours in a
802 day). Additional training shall be available with supervisory approval.

803 a. When feasible all canine officers will train together as a unit.
804 b. Training will be twice per month.
805 c. Training will be allowed regardless of staffing or call volume, except in
806 emergency situations as determined by the Chief of Police or designee.

807 7.5.4 The Canine Unit shall submit to recertification training as scheduled by the
808 Department. A Canine Patrol Officer shall adjust their workweek for training
809 purposes and be compensated at the straight time rate for all time spent in
810 recertification training. When the Department adjusts the workweek, an officer's
811 adjusted off day(s) will be placed either immediately before or immediately after the
812 officer's regular off days in the week following recertification training.

813 7.5.5 Canine demonstrations shall be authorized by the Operations Commander and shall
814 be compensated by compensatory time at straight time on an hour-for-hour basis.
815 Canine demonstrations shall be mutually agreed upon by both the Canine Patrol
816 Officer and the Operations Commander. Mandatory demonstrations shall be paid at
817 1½-times.

818 7.5.6 Vacation and other off time shall be administered on an hour for hour basis in the
819 same manner as shift personnel.

820 7.5.7 Canine Patrol Officers shall be paid for the same number of hours for holidays as if
821 they were a regular shift employee.

822 7.5.8 The Canine Patrol Officer shall be allowed to use the Canine vehicle for personal use
823 within the city limits if the Canine partner is along in the car with the officer.

824 7.5.9 When there is not a GBPD Canine working in accordance with Section 7.3, a GBPD
825 Canine shall be called in by seniority; except that an on-duty Canine Unit from
826 another police agency shall be called in if it is available for immediate response and
827 the time of response is in good faith considered to be as fast as that of an off-duty
828 GBPD Canine Unit.

829 7.5.10 The Canine Patrol Officer shall be subject to the residency requirements as outlined
830 in Article 34, Residency, of the Agreement.

831 7.5.11 The Canine Patrol Officer shall be paid \$195 per pay period for all care and
832 maintenance of the canine. If the Canine Patrol Officer must take the canine to the
833 vet for care, the officer shall receive payback time at the straight time rate for time
834 spent at the veterinary office.

835 7.5.12 Existing Canine Officers will not be subject to fitness/agility testing identified
836 in 7.5.1(c).

837 7.6 SWAT TEAM

838 7.6.1 Team requirements include:

839 a. Minimum of 3-years as a police officer.

- b. Attend SWAT training as required.
- c. Be willing to respond to SWAT call-ups and serve in whatever capacity as required by the OIC on the scene.
- d. The selection process will be in accordance with Section 7.3.
- e. Prior to the selection process as described in Section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the SWAT role, and a firearms qualification test. These tests shall be administered on a pass/fail basis; a member must pass each test to continue in the selection process.
- f. The SWAT Team may train up to 17-hours per calendar month. Upon management approval, the SWAT Team may conduct one (1) 40-hour in-service training per year in addition to the monthly training, for which SWAT Team members shall adjust their work week.
- g. Training hours may not be carried over outside the calendar month except the SWAT Commander may grant exceptions on a case-by-case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training plans and schedules must be approved by SWAT supervisory personnel. SWAT Team officers may flex their workday to attend training in accordance with Appendix B.
- h. Nothing in this section prevents SWAT members, with supervisory authorization, from attending additional training related to specialties within SWAT.
- i. All SWAT Team members may earn up to 3-hours of time for time payback per month for physical conditioning time. The tracking of these hours shall be monitored between the SWAT Team members and SWAT Command staff.
- j. The City shall provide SWAT members with certain basic clothing and safety equipment as needed. (Examples include but are not limited to: kneepads, safety glasses/goggles, basic duty uniform, holster, protective gloves.) The initial costs as well as replacement costs of such equipment shall be based on average costs determined by the SWAT Command staff.

EXAMPLES:

- i. Night shift officer is scheduled to attend training January 4, 8:00a–4:30p. This takes the place of the officer’s shift of January 3. At 9:00p on January 2, (outside 24-hours prior to the affected shift) it is determined the officer’s absence would cause the shift of the 3rd to drop below the 2-person buffer. The officer is to be notified they cannot attend the training, and be placed back on the officer’s regular shift.
- ii. Day shift officer is scheduled to attend training January 4, 8:00a-4:30p. The officer flexes to these hours. It is determined at 6:00a that day that the 2- person buffer is not met. Upon arrival for training the officer could be required to resume normal patrol duties for the remainder of the shift.

881 iii. Afternoon shift officer is scheduled to attend training January 4, 5:00a-
882 1:30p. This takes the place of the officer's shift of January 4, 2:15p-
883 10:45p. On January 3 at 9:00p, it is determined the 2-person buffer shall
884 not be met due to a sick call-in and injury. This occurred inside the 24-
885 hours, and thus the officer would still be allowed to attend the training
886 and any shift OT would be filled.

887 iv. The Shift Commander may grant exceptions on a case-by-case basis
888 dependent on the needs of the road. It is the officer's responsibility to
889 adhere to the 14¼ hour maximum hours.

890 7.6.2 SWAT team members will follow all procedures and guidelines set forth in the SWAT
891 Policy of the Green Bay Police Department. Applicants should review the policy prior
892 to applying.

893 7.6.3 Members shall be subject to the residency requirements as outlined in Article 34,
894 Residency, of the Agreement.

895 7.7 CRISIS NEGOTIATION TEAM. The department shall maintain up to 6-officers trained as Crisis
896 Negotiators.

897 7.7.1 Crisis Negotiator requirements include:

898 a. Minimum of 3-years as a Green Bay police officer.

899 b. The selection process will be in accordance with Section 7.3.

900 c. Officers currently holding the position of negotiator shall retain their status
901 as long as desired, subject to removal for cause.

902 d. Crisis Negotiators shall train up to 4-hours per month. The CNT Supervisor
903 may grant exceptions on a case-by-case basis to facilitate special training
904 needs. The compensation for this training shall be actual hours at time for
905 time via payback for those on their off time. All training plans and schedules
906 must be approved in advance by CNT supervisory personnel.

907 e. Crisis Negotiators may flex their workday to attend training in accordance with
908 Appendix B.

909 f. Negotiators shall be trained in Command Post Bus and CAD operation.

910 g. Crisis Negotiators shall be provided with clothing identifying them as a
911 Negotiator for use during official call-outs.

912 h. Management reserves the right to determine how many Crisis Negotiators are
913 required in the event of a call-in. Call-ins shall be compensated per Article 6 of
914 this Agreement.

915 i. Crisis Negotiators shall be subject to the residency requirement as outlined in
916 Article 34 of this Agreement.

917 7.8 FTO PROGRAM. Officers performing the duties of a field training officer shall be
918 compensated at a rate of \$1.25 per hour for time actually spent training officers under the
919 program. Management maintains its right to make FTO assignments from the existing pool
920 of qualified FTOs. The officers so chosen shall serve as FTOs upon assignment until the Chief

of Police or designee and the officer mutually agree to the officer's removal.

7.8.1 FTO requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with 7.3.

7.8.2 FTOs may flex the hours in their workday to attend meetings, training, or conduct training.

7.8.3 FTOs attending meetings, training, or conducting training on their off day, or outside their regular hours, shall be compensated at time for time payback.

7.8.4 The expectation of the FTO is to complete all Daily Observation Reports (DOR) by the end of the work shift that is being evaluated, or prior to the start of the next work shift. With prior approval from a Field Training Supervisor (FTS) an FTO may finish the DOR at the end of the work shift being evaluated, or prior to the next work shift. Such time will be compensated at time for time payback.

7.8.5 Supervisory approval will be required prior to any FTO flexing their hours or performing work outside their regular duty hours.

7.8.6 Field Training Supervisor Pay: Field Training Supervisor Pay shall be paid at a flat rate of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week training cycle payable the first pay period following completion of the training cycle. To receive Field Training Supervisor pay, a supervisor must conduct weekly meetings with the Field Training Officer and the trainee, as well as weekly Field Training Supervisor Reports.

7.9 COMMUNITY POLICING UNIT (CPU).

7.9.1 CPU requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Section 7.3

7.9.2 Job Duties. CPU Officers shall be assigned geographical boundaries with the basic mission to interact with the neighborhood and community with the officers using their own initiative in solving problems and meeting neighborhood and community needs. Specific job duties shall be determined and set by the department from time to time.

7.9.3 Shift Assignments. CPU Officers appointed after June 22, 2016, shall be assigned to the midday shift in the patrol division. Core hours for all newly appointed CPs will change from afternoon (2:15p-10:45p) to midday (10:30a-7p), but all current CPs shall retain their current core hours and corresponding shift differential.

7.9.4 Shift Schedule Deviations. With supervisory approval CPU Officers may voluntarily deviate from the afternoon shift schedule to accommodate the neighborhood/community needs as long as hours consistent with the 5/3 schedule are maintained.

7.9.5 Excess Hours. Hours approved by a supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the

officer to meet the needs of the officer's neighborhood community. These hours are compensated at straight time off in compliance with FLSA limitations. No officer may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.

7.9.6 Vacation. CPU Officers shall select vacation separate from the afternoon shift of the Operations Division, however may not schedule the same time period as their geographical partner without approval of the supervisor.

7.9.7 Other Assignments. Except in cases of emergency, CPU Officers shall not be reassigned, or voluntarily work to fill minimum staffing, CPU Officers will not be assigned to or voluntarily work posted special events outside of their community policing zone.

7.10 NEIGHBORHOOD RESPONSE TEAM (NRT): The Neighborhood response team shall be comprised of officers from the operations division (number determined by the chief of police) who shall perform similar duties as a Community Police Officer but shall not be assigned to a particular neighborhood. The NRT shall be used, in whole or part, in conjunction with investigations, patrol and community police to focus directed patrol strategies to include but not limited to gun violence, violent crime, and social disorder. Requirements of NRT Officer include:

- a. Minimum of 3-years as a Green Bay Police Officer
- b. The Selection process will be in accordance with Section 7.3.
- c. NRT Officers will not count towards safety staffing levels.
- d. Core hours will be 4:00 PM to 12:30 AM on a 5/3 work schedule
- e. NRT officers may flex their workday up to and including afternoon shift or evening shift only.
- f. Vacation. Up to 50% NRT Officers shall be allowed off for vacation or other time off unless approval is obtained from the supervisor. In the event there are an odd number of NRT officers, the eligibility for vacation will be rounded up.
- g. Excess Hours. Hours approved by a supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the officer to meet the needs of the officer's duties. These hours are compensated at straight time off in compliance with FLSA limitations. No officer may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.
- h. Shift differential: NRT will receive shift differential of four hours a month per Article 11.1
- i. Other Assignments. Except in cases of emergency, NRT Officers shall not be reassigned, or voluntarily work to fill minimum staffing or special events.

7.11 DIVE TEAM:

7.11.1 Dive Team requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.

- c. Prior to the selection process as described in section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the Dive Team role. This test shall be administered on a pass/fail basis; a member must pass the test to continue in the selection process.
- d. The training of the dive team shall be up to 12-training sessions per year. Training shall be preapproved by the dive team supervisor. The number of training sessions may be increased with the approval of the Chief of Police. It's contemplated that training sessions shall include all members of the dive team for training. Training that can be conducted by dive team members may be done in smaller groups. Dive team members may not attend training as a part of their work day if the attendance creates overtime on their shift.
- e. Members may flex their work day or receive payback compensation for attending or conducting dive related meetings and/or training on their work day. Members attending or conducting dive related meetings, equipment maintenance and/or training on their off time shall be compensated at time for time payback. Supervisor approval shall be required prior to any member flexing their hours or performing duties on their off time. Flexing shall be consistent with Appendix B.
- f. Members must be willing to respond to Dive Team call-ups pursuant to the procedures for allocation of overtime assignments under Article 6, and perform the duties as required by the OIC in charge (i.e. drivers, line tenders or other duties) excluding assignment as boat driver.
- g. Members must attend SCUBA certification training and any other training deemed necessary by the Dive Team Commander.
- h. Members must follow all procedures and guidelines set forth in the Dive Team Policy of the Green Bay Police Department. Applicants should review the policy prior to signing up.
- i. Dive Team Members shall be subject to the residency requirements as outlined in Article 35, Residency, of the Agreement.
- j. All Dive Team members may earn up to 3-hours of time for time payback per month for physical conditioning time. The tracking of these hours shall be monitored between the Dive Team members and the supervisor.

7.11.2 Dive Support officers will be responsible for providing support for the Dive Team in the area of equipment maintenance and operation, diver line tending, general assistance to the divers, and other duties as needed. Dive Team Support Officer requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with 7.3.
- c. The department will maintain up to 6-Dive Support officers.
- d. Management reserves the right to determine how many Dive Support officers are required in the event of a call-in. Call-ins will be compensated per Article 6.

- e. Dive Support officers will train in conjunction with the Dive Team personnel under the Dive Team Training guidelines. The Dive Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Dive Support officers may flex their workday to attend training in accordance with Appendix B.
- f. Officers engaging in other Dive Support duties on their off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.
- g. When an opening for a position of Diver becomes available, the position will first be offered to Dive Support officers by seniority, prior to a general department posting.

7.11.3 Members of the Dive Team may be removed by written request of the team leader and a majority of the Dive Team members.

7.12 MARINE UNIT: When trained, officers assigned to the unit shall be deemed qualified to receive assignment to patrol the Fox River within the City of Green Bay and operate the Dive Team Boat under the procedures for allocation of overtime assignments contained in Article 6. The Marine Unit or Dive Team is at the mercy of the weather; therefore, the assignment may be cancelled at any time prior to the scheduled starting time without relief. Once the assignment starts and, in the case of the Marine Unit if it was scheduled for 3-hours or more, there shall be a minimum of 3-hours paid. The decision to cancel a Marine Unit assignment shall be made by a Marine Unit supervisor or the Shift Commander.

7.12.1 The department will create a Marine Unit, whose duty will be operation of the department watercrafts for purposes of harbor patrol and boat operation, including all related equipment, both for general harbor patrol duties, and watercraft operation in support for the department Dive Team. Marine Unit requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.
- c. Prior to the selection process as described in section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the Marine Unit role. This test shall be administered on a pass/fail basis; a member must pass the test to continue in the selection process.
- d. The department will maintain a minimum of 10-officers in the Marine Unit.
- e. Management reserves the right to determine how many Marine Unit officers are required in the event of a call-in. Call-ins, as well as posted harbor patrol details will be compensated per Article 6.
- f. Marine Unit officers will receive training in general watercraft operation, care, operation and maintenance of related equipment, navigation training, related waterway laws, and skills required for operation around divers.

- g. Marine Unit officers will train up to 8-hours per month. The Marine Unit Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Officers will train on a rotating basis with the Dive Team as scheduled by the Dive Team supervisory personnel. When not assigned to Dive Team training that month, the remaining Marine Unit officers will train separate from the Dive Team. Compensation for training will be actual hours at time for time via payback for those on their off time.
- h. Marine Unit officers may not attend training or perform equipment maintenance as part of their workday if the attendance creates overtime on their shift. Marine Unit officers may flex their workday to attend training in accordance with Appendix B.
- i. Officers engaging in other non-call-in Marine Unit duties on their regular off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.

7.13 COMMUNITY CRISIS INTERVENTION TEAM (CCIT):

7.13.1 CCIT requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.

7.13.2 The purpose of the CCIT is to:

- a. Establish a task force of officers to become the CCIT experts for the department.
- b. Track CCIT related calls for service to assist with analyzing mental health issues and calls for services to allow for the adoption of a problem-solving approach to mental health issues.
- c. Enhance community awareness and safety through information sharing.
- d. Increase officer safety through training and effective information sharing.
- e. Enhance community safety and reduce department workload by connecting consumers with services to help solve underlying problems thus trying to reduce chronic repeated calls with the same individual.

7.13.3 Composition/Method of Selection: The Department will attempt to assign officers from the following shifts:

3-Day Shift	2-Midday Shift	3-Afternoon Shift
2-Evening Shift	3-Night Shift	3-Community Police
3-School Resource	2-Detective	

The number of members assigned per shift shall be maintained. If a vacancy occurs because of a member leaving the shift or the team, then the position shall be posted for that shift. Those officers currently possessing the initial 40-hour introductory training through National Association on Mental Illness at the time the initial team posting comes down, shall become voluntary members of the team if they choose (aka: grandfathered) and be eligible for all provisions of 7.13. Should an officer choose to move to another shift or position, the officer shall be allowed to participate, but

shall not be eligible for training and compensation provisions of 7.13. Any such officer may post back into full team status via future postings.

7.13.4 Training Opportunities: Members selected to the CCIT shall receive CCIT and mental health related training. Members shall then select a CCIT specialty (two to three members per specialty), such as Post Traumatic Stress Disorder (PTSD), Schizophrenia, Alzheimer's and Elder care issues, etc. for focused training. The number of members in a specialty area and the selection of a specialty shall be made between the members of the CCIT and their supervisor with the supervisor having the final decision. The member shall then voluntarily attend any professional meetings and/or training within the employee's specialty. Specialized and non-specialized training opportunities and meetings shall be rotated among the members of the CCIT.

7.13.5 Compensation: Members attending CCIT related meetings and/or training shall be allowed to flex their hours in their work day. Members attending CCIT related meetings and/or training on their off day shall be compensated at time for time rate via payback. Members shall be allowed to voluntarily perform CCIT duties on their off time and shall be compensated at time for time rate via payback. Members who present or conduct training outside of their normal work hours shall be compensated at time for time via payback. Members shall be compensated for travel time and such travel time shall be included in the total sum of time beginning when members leave the GBPD and end when they return to the department. Supervisory approval shall be required prior to any member flexing their hours or performing duties on their off time. Under no circumstances shall an officer receive contractual overtime based on their membership in the CCIT. All compensation must be in compliance with the Fair Labor Standards Act.

7.13.6 Duties: The following duties shall be in addition to the duties of the officer in their current capacity:

- a. Conduct follow-up investigations and analysis of CCIT related activity.
- b. Present to community groups about CCIT, mental health issues and the department response.
- c. Participate in and represent the GBPD at professional law enforcement organization meetings regarding CCIT and mental health issues.
- d. Participate in and represent the GBPD at mental health organization meetings regarding CCIT and mental health issues.

7.13.7 In the event the Department implements mandatory CCIT training for all sworn members, Section 7.13 shall become moot. In this event, the Department shall establish a CCIT Coordinator position in the Behavioral Health Unit to coordinate CCIT training for all members.

7.14 BEHAVIORAL HEALTH UNIT (BHU): BHU requirements are:

7.14.1 Minimum of 3-years as a Green Bay police officer.

- 1165 7.14.2 The selection process will be in accordance with Section 7.3.
- 1166 7.14.3 Officers selected for the BHU position will attend and complete the 40-hour CIT
1167 Certification Course.
- 1168 7.14.4 Officers will be assigned to an administrative schedule, (5-2, 4-3); the primary hours
1169 will be 10:30 am-7:00 pm.
- 1170 7.14.5 Except in cases of emergency, BHU Officers shall not be reassigned, or voluntarily
1171 work to fill minimum staffing.
- 1172 7.14.6 With supervisory approval BHU Officers may voluntarily deviate from their shift
1173 schedule to attend meetings, appointments, etc. as long as hours consistent with
1174 the Administrative schedule are maintained.
- 1175 7.14.7 BHU Officers shall select vacation separate from the Mid-Day shift of the Operations
1176 Division.
- 1177 7.14.8 Hours approved by a supervisor that are worked in excess of the scheduled workday
1178 shall be compensated in accordance with Article 6. An exception is when the
1179 approved work is performed at the initiative of and voluntarily by the officer to meet
1180 the needs of the officer's assignment in the BHU. These hours are compensated at
1181 straight time off in compliance with FLSA limitations. No officer may alter a work
1182 schedule for the sole purpose of qualifying for posted overtime with the exception
1183 of Packer Games. (CPTE)
- 1184 7.15 PEER OFFICER SUPPORT TEAM (POST):
- 1185 7.15.1 The purpose and requirements of POST are:
- 1186 a. Establish a team of officers to become skilled in facilitating critical incident
1187 stress related debriefings, defusing, managing, supporting and educating
1188 officers involved in critical incidents.
- 1189 b. Provide individual, voluntary and confidential coaching for officers in trauma
1190 recognition and resolution, job stress management strategies, and professional
1191 growth and development.
- 1192 c. Minimum of 3-years as a Green Bay police officer.
- 1193 d. The selection process will be in accordance with Section 7.3.
- 1194 7.15.2 Composition/Method of Selection: The Department will make reasonable efforts to
1195 evenly distribute POST assignments to each shift and assignment.
- 1196 7.15.3 Training Opportunities: Members selected to the POST will receive training related
1197 to the team's functions. Members will then select a POST specialty such as
1198 Debriefing, Defusing, Grief and Loss, Crisis Management Briefing, Critical Incident
1199 Adjustment Support or Pre-Crisis Education. The number of members in a specialty
1200 area and the selection of a specialty will be made between the members of the POST
1201 and their supervisor with the supervisor having the final decision. The member will
1202 then voluntarily attend any professional meetings and/or training within their
1203 specialty. Specialized and non- specialized training opportunities and meetings shall
1204 be rotated among the members of the POST.

- 1205 7.15.4 Compensation: Members attending POST related meetings and/or training shall be
1206 allowed to flex their hours in their workday. Members attending POST related
1207 meetings and/or training on their off day shall be compensated at time for time rate
1208 via payback. Members will be allowed to voluntarily perform POST duties on their
1209 off time and will be compensated at time for time rate via payback. Members who
1210 present or conduct training outside of their normal work hours will be compensated
1211 at time for time via payback. Members will be compensated for travel time and such
1212 travel time will be included in the total sum of time beginning when members leave
1213 the GBPD and end when they return to the department. Supervisory approval will be
1214 required prior to any member flexing their hours or performing duties on their off
1215 time. Under no circumstances will an officer receive overtime based on their
1216 membership in the POST.
- 1217 7.15.5 Duties: The following duties will be in addition to the duties of the officer in their
1218 current capacity:
- 1219 a. Facilitate critical incident debriefing at shift level and department level.
 - 1220 b. Provide private crisis intervention services as needed, while working within level
1221 of competence and make appropriate referrals.
 - 1222 c. Communicate ongoing information to the POST coordinator after deployment.
 - 1223 d. Attend and facilitate POST training to maintain skills and abilities.
 - 1224 e. Update peer support nomination/information forms to reflect current
1225 experience, education, and training in crisis management.
- 1226 7.16 HONOR GUARD UNIT:
- 1227 7.16.1 Honor Guard requirements include:
- 1228 a. There are no minimum years of experience required. There will be a Department
1229 wide posting and selection based on seniority.
- 1230 7.16.2 Honor Guard members selected to participate in Honor Guard Unit events shall be
1231 allowed to flex the hours in their workday for the purpose of travel to and/or
1232 attendance at events as requested by the Honor Guard Commander or designee.
- 1233 7.16.3 This is intended to primarily apply to events where attendance at the event would
1234 serve as part or all of their workday depending on the length of the event.
- 1235 7.16.4 Events short in nature, generally under 5-hours in length, shall continue to be
1236 compensated via payback for those on their normal off time.
- 1237 7.16.5 Voluntary training attended by a member on their normal off time shall be
1238 compensated at a time for time rate via payback.
- 1239 7.17 POLICE MOTORCYCLE OPERATOR/INSTRUCTOR:
- 1240 7.17.1 Motorcycle Operator Qualifications:
- 1241 a. Minimum of 3-years of service as a full-time, sworn police officer.
 - 1242 b. Current Class M (motorcycle) endorsement.
 - 1243 c. Successful completion of the Motorcycle Operator certification course.

- d. Position openings will be based on needs and/or openings on a shift. The Chief will post department wide the number of positions available to attend the Motorcycle Operator certification course. If more officers sign to attend the Motorcycle Operator certification course than positions available or anticipate being available, then seniority will determine who attends the training.

7.17.2 Motorcycle Instructor: In addition to all requirements in 7.17.1:

- e. Successfully complete a nationally recognized Police Motorcycle Instructor Course.
f. Successfully complete Instructor recertification.
g. The selection process will be in accordance with Section 7.3.

7.17.3 Police motorcycle instructors shall perform instruction under the same guidelines as members of the Training Unit with regards to compensation and flexing of work days/hours.

7.17.4 All other standards set forth in the GBPD Motorcycle Unit Policy shall apply.

7.18 TRAFFIC CRASH RECONSTRUCTION TEAM:

7.18.1 Requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
b. The selection process will be in accordance with 7.3

7.18.2 New members shall not be limited to those in the uniformed Patrol Division. Members assigned to the team must successfully complete extensive initial training sessions for the position. Team members shall flex their workday/workweek to attend Traffic Reconstruction Team training.

7.18.3 The desirable qualification of the Traffic Crash Reconstruction Team is a commitment by the officer to remain on the team for 5-years. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive the officer's opportunity for any promotion until the full 3-year commitment to the program is completed.

7.18.4 Should an officer accept a position outside of the patrol division, excluding promotion to Command Officer rank, such officer shall retain the officer's status as a Traffic Crash Reconstruction Team member.

7.18.5 A Traffic Crash Reconstruction Team member may elect to discontinue the officer's status as a member after satisfying the 5-year commitment.

7.18.6 It is contemplated that this team shall be comprised of 4-members.

7.19 TRAINING UNIT: To establish a formal Training Unit made up of officers and supervisors responsible for providing continuing training in the Green Bay Police Department. The Department shall determine the number of officers in the Training Unit and the subjects of training for members of the Department. The Training Unit shall relate to training in the certifications of firearms, DAAT, EVOC, professional communications and vehicle contacts.

7.19.1 Training Unit requirements include:

- a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Section 7.3.

7.19.2 Composition of Unit. The Training Unit shall be comprised of members of the GBPD. One-half of the members of the Training Unit may come from the supervisors of the Department. One-half of the Training Unit shall come from members of the Police Association. Note: Management reserves the right to determine the supervisors who shall be part of the unit on an annual basis. The Training Unit supervisory staff may assign the Range Master to other shifts or work hours on their normal workday for training purposes.

7.19.3 Selection of Trainers. The complement of trainers would be selected from officers from Days/Special (excluding SROs and DTFs), Afternoons/CPOs, Evenings/Nights and the Detective Division.

7.19.4 Participation in Training Unit. Any Training Unit members who receive department sponsored training shall be committed to the Unit for 4-years. The Training Unit members may be directed to use their skills in any department position as directed by the Training Unit supervisory staff.

7.19.5 Assignment of Training. A minimum of 50% of the training assignments in any calendar year (on an hour-by-hour basis) shall be assigned to members of the Association. All training that Training Unit members attend shall be compensated under Article 29 of the Collective Bargaining Agreement with payback. All Training Unit meetings and training provided by Training Unit members who are instructing shall be compensated at time for time payback. Any time spent by a trainer in addition to 8½-hours conducting training shall be compensated at time and a half. Unit members agree they are volunteering to change shifts as directed by the Training Unit. The Training Unit may assign instructors to other shifts or work hours for training purposes. The Department shall provide a 14-day notice for involuntary flexing of hours. The Training Unit may assign instructors to other shifts or work hours for in-service. Training Unit officers/supervisors conducting any training shall be required to document the training as directed by the Training Unit and submit the documentation to the Training Unit.

7.19.6 Selection for Education Opportunities. Training Unit members shall receive first opportunity for any training in any discipline in the Training Unit by seniority by shift.

Training opportunities for each shift shall be determined on the basis of the needs of the shift and after the consultation with the Training Unit members and Association representatives. If only one officer is to be trained in a certification, the training will be determined by the Police Department from the Training unit membership. In addition to the Rangemaster, the two nonsupervisory Training Unit members on each shift shall be trained and be eligible for recertification training in Firearms and DAAT certifications. These officers shall be eligible for training and recertification training in other certifications.

7.19.7 This Training Unit defines and deems "training" as neither a supervisory nor non-supervisory duty assignment, nor a duty assignment which may be performed by

either supervisors or non-supervisors.

7.20 PROFESSIONAL STANDARDS DIVISION OFFICER POSITION:

7.20.1 A minimum of 3-years as a Green Bay Police Officer is required for this position.

7.20.2 Officers shall be assigned to an administrative schedule, (5-2, 4-3), primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties required. All flexing of hours requires supervisory approval.

7.20.3 Officers retain the ability to sign for all overtime they would have been eligible for had they not accepted the PSD position.

7.21 DRUG TASK FORCE (DTF).

7.21.1 DTF requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Brown County's process.

7.21.2 Shift:

a. DTF shift will be a 5/2 – 4/3 schedule.

b. Shifts will commence at 11:30a–8p.

c. If court is scheduled for 10a or 10:30a, the officers will flex their shift (10a–6:30p).

d. If court starts before 10a, then the officer gets the court overtime.

7.21.3 Length of Term. This will be a 4-year assignment with no ability to reapply. Upon completion of this assignment, the officer will return to the division from which they came where the officer's seniority will take them.

7.21.4 Assignment to DTF & Interview Panel. An interview process is acceptable – utilizing the BCSD's current system, as long as the GBPD union has a seat on that panel (the GBPD sitting on the panel for a GBPD interview).

7.21.5 Flex Time & Vacation Days. Officers must provide a minimum 24-hour advance notice when requesting vacation. Flex time shall be determined consistent with Appendix B.

7.22 TRAFFIC OFFICERS:

7.22.1 Traffic Officer requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Section 7.3.

7.22.2 Officers will be assigned to an admin schedule 5-2 Monday thru Friday, 4-3 Monday thru Thursday work week. Officers on the same shift will work opposite work weeks to allow Monday thru Friday coverage. Traffic officers may be posted for pre-determined shifts and schedules based on the specific needs of the community and the department (i.e. a traffic officer on the evening shift or night shift would be assigned to a group to help address OWI concerns). Traffic Officers would be allowed to flex their hours to allow for special projects or problem areas. Flexing of shifts will need prior approval from the supervisor.

- 1363 7.22.3 The traffic officer will count towards safety staffing.
- 1364 7.22.4 The department may provide training for salvage inspection to the traffic officer who
1365 will be placed on a schedule that will allow for salvage inspection. While on inspection
1366 assignment, and with prior supervisory approval, the officer's hours can be flexed for the
1367 purposes of facilitating inspections that could not be done due to the requestor being
1368 unavailable during the officer's normal working hours. In the event the salvage
1369 inspection duties on any given day have been completed, the officer will resume other
1370 traffic unit duties as assigned or needed. Officers trained in salvage inspection will be
1371 allowed to continue working as a salvage inspector after completing traffic assignment.
1372 While performing scheduled salvage inspection duties, traffic officers will not count
1373 toward staffing numbers.
- 1374 7.22.5 Police motorcycle operations certification is not required to be a traffic officer. If a traffic
1375 officer wishes to be motorcycle operation certified, the traffic officer(s) will be given
1376 preference to attend the certification training. All other requirements of the motorcycle
1377 unit must be met.
- 1378 7.22.6 This will not preclude other officers from being assigned to traffic duties. Traffic duties
1379 can be assigned to patrol officers as staffing allows.
- 1380 7.22.7 This will be a 4-year assignment, with a possible extension of an additional 2-years. Upon
1381 completion of this assignment, the officer will return to the patrol division where the
1382 officer's seniority will take them. The officer may apply for an alternative position
1383 available by department wide posting during or at the completion of this assignment. If
1384 a current traffic officer signs for a traffic officer position via department wide posting
1385 for a different shift and accepts the position, this officer's time in the traffic officer
1386 position does not start over and will be a continuation of the time already served as a
1387 traffic officer. Once an officer accepts and is assigned to the position as a traffic officer,
1388 that officer will not be eligible for another traffic assignment until all other eligible
1389 officers have had an opportunity to accept and be assigned to the traffic officer position.
- 1390 7.22.8 Excess Hours. Hours approved by a supervisor that are worked in excess of the
1391 scheduled workday shall be compensated in accordance with Article 6. An exception is
1392 when the approved work is performed at the initiative of and voluntarily by the officer
1393 to meet the needs of the officer's assignment. These hours are compensated at straight
1394 time off in compliance with FLSA limitations. No officer may alter a work schedule for
1395 the sole purpose of qualifying for posted overtime with the exception of Packer Games.

1396 7.23 ANIMAL CONTROL OFFICER

- 1397 7.23.1 Qualifications for this position are:
- 1398 a. Minimum of 3-years as a Green Bay police officer.
- 1399 b. The selection process for Animal Control Officers will be in accordance with Section
1400 7.3.
- 1401 7.23.2 Core hours will be 7:30 AM to 4:00 PM on an administrative work schedule.
- 1402 7.23.3 Animal Control Officers may flex their work hours with supervisory approval.
- 1403 7.23.4 Animal Control Officers shall not be counted toward minimum safety staffing.

- 1404 7.24 FULL-TIME TRAINING OFFICER / RANGEMASTER
- 1405 7.24.1 Qualifications for this position are:
- 1406 a. Minimum of 3-years as a Green Bay police officer.
- 1407 b. The selection process for Range Master or other full-time assignment of an officer
- 1408 to the Training Unit will be in accordance with Section 7.3.
- 1409 7.24.2 Core hours will be 6:00 AM to 2:30 PM on an administrative work schedule.
- 1410 7.24.3 The Rangemaster/Training Officer may flex his/her work hours with supervisory
- 1411 approval.
- 1412 7.24.4 The Rangemaster/Training Officer may, with supervisory approval, be compensated
- 1413 time-for-time via payback for voluntarily performing Rangemaster duties outside of
- 1414 his/her regular work hours, not including annual Department in-service training.
- 1415 7.24.5 Rangemaster/Full-time training officers must receive DAAT and Firearm certification
- 1416 within 6-months of appointment. If the selected candidate does not have the necessary
- 1417 training at the time of appointment, DAAT and Firearm training will be paid by the Police
- 1418 Department.
- 1419 7.25 TRAFFIC SERGEANT
- 1420 7.25.1 Qualifications for this position are:
- 1421 a. Minimum of one year as a GBPD Sergeant.
- 1422 b. The selection process for Traffic Sergeant shall be in accordance with Section 7.3.
- 1423 7.25.2 Hours: Core hours will be 6:00 AM to 2:30 PM on an administrative work schedule. The
- 1424 Traffic Sergeant may flex their schedule with supervisor approval for a valid operational
- 1425 purpose.
- 1426 7.25.3 Vacation: The Traffic Sergeant shall pick annual vacation leave individually.
- 1427 7.25.4 Excess Hours: Hours approved by a supervisor that are worked in excess of the
- 1428 scheduled workday shall be compensated in accordance with Article 6. An exception
- 1429 is when the approved work is performed at the initiative of and voluntarily by the
- 1430 sergeant to meet the needs of the sergeant's traffic duties. These hours are
- 1431 compensated at straight time off in compliance with FLSA limitations. No sergeant may
- 1432 alter a work schedule for the sole purpose of qualifying for posted overtime with the
- 1433 exception of Packer Games.
- 1434 7.25.5 Shift Differential: Sergeants will receive shift differential per Article 11.1.
- 1435 7.25.6 Other Assignments: The Traffic Sergeant shall only be allowed one other detached
- 1436 assignment per Article 7.2 and shall not be reassigned, or voluntarily work to fill
- 1437 minimum staffing or special events.
- 1438 7.26 CANINE SERGEANT
- 1439 7.26.1 Qualifications for this position are:
- 1440 a. Minimum of one year as a GBPD Sergeant.
- 1441 b. The selection process for Canine Sergeant shall be in accordance with Section 7.3.
- 1442 7.26.2 Hours: Core hours will be Mid-Day shift hours, 10:30 AM to 7:00 PM on an

1443 administrative work schedule. The Canine Sergeant may flex their schedule with
 1444 supervisory approval and for a valid operational purpose.

1445 7.26.3 Vacation: The Canine Sergeant shall pick annual vacation leave individually.

1446 7.26.4 Excess Hours: Hours approved by a supervisor that are worked in excess of the
 1447 scheduled workday shall be compensated in accordance with Article 6. An exception
 1448 is when the approved work is performed at the initiative of and voluntarily by the
 1449 sergeant to meet the needs of the sergeant's canine duties. These hours are
 1450 compensated at straight time off in compliance with FLSA limitations. No sergeant may
 1451 alter a work schedule for the sole purpose of qualifying for posted overtime with the
 1452 exception of Packer Games.

1453 7.26.5 Shift Differential: Sergeants will receive shift differential per Article 11.1.

1454 7.26.6 Other Assignments: The Canine Sergeant shall only be allowed one other detached
 1455 assignment per Article 7.2 and shall not be reassigned, or voluntarily work to fill
 1456 minimum staffing or special events.

1457 7.27 PROFESSIONAL STANDARDS DIVISION DETECTIVE POSITION

1458 7.27.1 Qualifications for this position are:

1459 a. Minimum of one year as a GBPD Detective.

1460 b. The selection process for PSD Detective shall be in accordance with Section 7.3.

1461 7.27.2 Hours: PSD Detectives shall be assigned to an administrative schedule, (5-2, 4-3),
 1462 primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties
 1463 required. All flexing of hours require supervisory approval.

1464 7.27.3 Duties: Detectives assigned to PSD shall not make recommendations related to
 1465 whether a GBPD policy has been violated, or the imposition, type, or amount of
 1466 discipline or corrective action.

1467 7.28 MOBILE RESPONSE TEAM

1468 7.28.1 Qualifications for this position are:

1469 a. Minimum of two years as a sworn GBPD member.

1470 b. The selection process for MRT positions shall be in accordance with Section 7.3.

1471 7.28.2 Requirements for this position are:

1472 a. Attend MRT training as required.

1473 b. Successfully compete a basic police cyclist certification and police bicycle
 1474 response team training course.

1475 c. Willingness to respond to MRT call-ins and serve in whatever capacity as
 1476 required by the OIC on the scene.

1477 d. The MRT may train up to 8 hours per calendar month. Upon management
 1478 approval, the MRT may conduct one in-service training per year that is up to 40
 1479 hours in length in addition to the monthly training, for which MRT members shall
 1480 adjust their work week.

1481 e. Training hours may not be carried over outside the calendar month. Exceptions
 1482 may be granted by the MRT Commander on a case by case basis to facilitate
 1483 special training needs. The compensation for this training shall be actual hours
 1484 at time for time via payback for those on their off time. All training plans and

1485 schedules must be approved by MRT supervisory personnel. MRT officers may
1486 flex their workday to attend training in accordance with Appendix B.
1487 f. Nothing in this section prevents MRT members, with supervisory authorization,
1488 from attending additional training related to specialties within MRT.
1489 g. MRT members shall follow all procedures and guidelines set forth in the MRT
1490 policy of the Green Bay Police Department. Applicants should review the policy
1491 prior to applying.
1492 h. MRT members shall be subject to the residency requirements outlined in Article
1493 34 of this Agreement.
1494 i. The City shall provide MRT members with certain basic clothing and safety
1495 equipment as needed. Examples include, but are not limited to, safety
1496 glasses/goggles, basic duty uniform, protective gear.
1497 j. Members may not simultaneously be assigned to both the SWAT and MRT
1498 teams.

1499 7.29 The City shall provide MRT members with certain basic clothing and safety equipment as
1500 needed. Examples include, but are not limited to, safety glasses/goggles, basic duty
1501 uniform, protective gear.

1502 7.30 MAINTENANCE OF 2-PERSON BUFFER:

1503 7.30.1 For those teams where it is specifically referenced in Article 7, officers may flex their
1504 workday to attend training dependent upon the maintenance of a 2-person buffer above
1505 the current safety staffing numbers. Compensation for training will be actual hours at
1506 time for time via payback for those on their off time.

- 1507 a. Officers may be cancelled from training outside of 24-hours prior to the start
1508 of their regular shift in order to maintain the 2-person buffer.
- 1509 b. If the training occurs during all or part of the officers' regular working hours,
1510 the officer may be pulled from training at any time to resume regular duties.
- 1511 c. If the training does not occur during any part of the officer's regular working
1512 hours, the officer may not be pulled from the training within 24-hours prior
1513 to the start of their regular affected shift.
- 1514 d. The Shift Commander has the discretion to allow attendance below the 2-
1515 person buffer on a case-by-case basis, dependent upon the work
1516 environment present at the time the training is to begin.

1517 **ARTICLE 8**
1518 **RETIREMENT**

1519 8.1 Officers make the same Wisconsin Retirement System (WRS) contributions as general municipal
1520 employees.

1521 **ARTICLE 9**
1522 **PAY PERIOD**

1523 9.1 PAY PERIOD. All personnel shall be paid bi-weekly through direct deposit.
1524
1525

ARTICLE 10
PAY SCHEDULE

- 10.1 SCHEDULE A. The pay of employees of the GBPD occupying classified positions shall be on the basis of Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and an hourly basis and are based on a full-time employment at normal working hours.
- 10.2 FUTURE PAY ADJUSTMENTS. The pay schedule for Specialist I is set at the 1995 rate plus 3% for the rank of Patrol Sergeant and Detective Sergeant in the Green Bay Police Department, which ranks are being eliminated from the table of organization effective with the ratification of the 1996 contract, and it is stipulated by the City that for both internal and external wage comparison purposes for future contracts the Specialist I position shall be conclusively presumed to compare with a position comparable to that of patrol and detective sergeant in the GBPD before their elimination, and that there continue in future contracts a similar proportional spread between the rate paid to Specialist I and that paid to top patrol officer. It is also stipulated that there continue in future contracts a similar proportional spread between the rates paid to Specialist I and Specialist II as the spread which exists in the pay schedule in this contract.

ARTICLE 11
ADDITIONAL PAY

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

Patrol Division	10:30a to 7:00p shift	1½ hours per month
	2:15p. to 10:45p shift	3 hours per month
	10:30p to 7:00a shift	4 hours per month
	7:00p to 3:30a shift	4 hours per month
Detective Division	2:30p to 11:00p shift	3 hours per month
Drug Task Force	11:30a to 8:00p shift	3 hours per month

- 11.2. DETECTIVE PREMIUM PAY. Members promoted to the rank of Detective pursuant to Article 30 shall receive an \$80.00 per month premium, which shall become part of their base salary upon promotion.
- 11.3. LANGUAGE PREMIUM PAY. Members with sufficient skill in communicating in one or more languages other than English shall receive an annual premium payment of \$500.00, to be paid with their uniform allowance. The Department shall determine the means of measuring language skill and the languages that will be eligible for compensation.
- 11.4. PHYSICAL FITNESS PREMIUM PAY. Members shall be eligible for an annual physical fitness incentive of up to \$540.00 upon successful completion of a City designed physical fitness test (PFT). Scheduling of the PFT, make-up, and/or PFT re-test shall be determined by the Chief of Police or designee.

- 11.4.1 A member who successfully completes the PFT with a passing time shall receive the incentive payment.
- 11.4.2 If a member does not pass the PFT on their first attempt, they shall have the following options:
- a. A member completing the course but not passing may receive \$100.00 for completion of the course, or;
 - b. The member may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The member shall be allowed to re-take the PFT at the next available make-up date. If the member passes the PFT on their second attempt they shall receive an incentive payment of \$250.00 in that calendar year.
- 11.4.3 All payments are subject to appropriate tax withholding rules.
- 11.4.4 A member who is incapacitated during the PFT may test at an alternate time established by the City. In the event a member has a medical restriction preventing participation in a particular portion of the PFT, the City shall establish an alternate testing procedure.
- 11.4.5 A PFT design committee consisting of 1-representative selected by the Association, 1-Command Officer, and 1-representative from City Human Resources shall assist the Chief of Police or designee in developing changes to the physical fitness test. Outside experts such as trainers, physical therapists, or other appropriate personnel may be engaged by the PFT design committee to provide advice and guidance in developing the test.

ARTICLE 12

CLOTHING ALLOWANCE

- 12.1 The Department will supply newly hired officers with their initial issue of all uniforms and equipment necessary to perform the duties of a police officer. Those items will remain department property. After this initial equipment issuance, maintenance and replacement of uniforms and equipment is the member's responsibility, with the exception of firearms or any other equipment covered elsewhere in this Agreement.
- 12.2 An additional "clothing allowance" will be provided annually at the beginning of the employee's next calendar year for the maintenance and replacement of uniform items. Officers may purchase additional items on their own and maintain possession of all items purchased after initial department issue.
- 12.2.1 In the case of personnel assigned to plain clothes assignments (Investigations, Administration) the annual clothing allowance shall be \$613.00.
- 12.2.2 In the case of personnel assigned to the Operations Division (uniform personnel) the annual clothing allowance shall be \$572.00.

ARTICLE 13

DUTY INCURRED DISABILITY PAY

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

1606 with past extension determinations.

1607 **ARTICLE 14**
1608 **VACATIONS**

1609 14.1 VACATION BENEFITS.

In This Year of Employment	# of Working Days Employee Shall Receive
1	8
2	13
6	16
7	17
8	18
9	19
11	21
13	24
16	25
18	27
19	28
20	30

1610 14.2 ACCUMULATION. Accumulation of vacation leave with pay shall, on December 31 of each year,
1611 not exceed 30-days.

1612 14.3 PATROL VACATION SELECTION.

1613 a. The number of officers allowed on the day shift (6:15 am to 2:45 pm) will remain at 4-
1614 officers until staffing on the day shift reaches a staffing level of 23-officers. At that time
1615 the number allowed off will be 3-officers.

1616 b. Initially 1-officer on the midday shift will be allowed off until the shift reaches a staffing
1617 level of 7-or more officers, 2-officers will be allowed off.

1618 c. The number of officers allowed off on each shift will be as follows:
Day Shift 4-officers Midday Shift 2-officers
Afternoon Shift 4-officers Evening Shift 2-officers
Night Shift 4-officers

1619 d. A seniority roster for each shift shall be posted at the beginning of each year along with
1620 a calendar identifying off-day groups. This calendar is signed in order to make other
1621 officers aware of time available, but the selection is not official until the officer signs the
1622 shift commander's vacation calendar and submits a vacation request via telestaff to the
1623 shift commander. The shift commander shall initial and date all requests when the
1624 commander receives them. If an officer wishes to cancel a vacation, it shall be the
1625 officer's responsibility to contact the shift commander, who shall have the responsibility
1626 of pulling the request. The shift commander shall then cross the officer's name off of
1627 the calendar. This shall give other officers an opportunity to take this time off if they
1628 wish.

1629 14.4 DETECTIVE VACATION SELECTION. All vacations must be approved by the Detective Supervisor

who shall be responsible for staffing needs. Detectives on an administrative schedule shall pick together. A minimum of 3-administrative schedule Detectives shall be allowed off at any one time, and a minimum of 2-afternoon shift detectives shall be allowed off any one time. In the event there is a change in the Detective staffing levels, the parties agree to collectively bargain regarding possible changes to this provision.

14.5 OTHER OFF-TIME REQUESTS FOR DETECTIVE DIVISION. The officer shall request via telestaff to the Lieutenant no less than 5-days prior to the day they wish to have off. The Lieutenant shall initial and date the request upon receipt. If more requests are submitted than officers allowed off at a time for a particular day, the date the request was submitted shall dictate who gets the day off. In other words, first-come, first-served. If more than one card is submitted on the same day, then seniority shall prevail. It shall not make any difference what type of request - vacation, off time coming, personal day or payback is submitted. When the Lieutenant refuses a request for time off, it shall be marked "refused" and dated. Under exceptional circumstances the Lieutenant may accept a request for time off with less than 5-days notice.

14.6 TRAFFIC OFFICER VACATION. Traffic officers will select the first 3-vacation picks against all other traffic officers regardless of shift or schedule with only half of the total traffic unit officers off at any one time. Traffic officers will then pick all other off time with the shift that the traffic officer is assigned to.

ARTICLE 15

VACATION PAY USED FOR SICKNESS

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

ARTICLE 16

SICK LEAVE

16.1 ACCUMULATION. All employees shall be granted sick or emergency leave with pay of 1-full working day for each month of service with no limit on accumulation. An employee may use sick leave or emergency leave for absences necessitated by injury or illness of the officer or officer's family. An employee using sick leave shall not be allowed to work previously posted and signed for overtime within 8-hours of sick leave use.

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

16.1.1 Report prior to the start of the workday to the department head or supervisor the reason of the absence.

16.1.2 Keep the department head informed of the employee's condition and the anticipated date of return to work.

16.1.3 Be legitimately ill or attending a member of the immediate family who is ill and unable to care for themselves or make other arrangements for care.

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

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

1671 16.3 MISUSE. Misuse of sick leave may subject the employee to disciplinary action per the
1672 Agreement. To avoid misuse, management may periodically review amounts of use as well as
1673 patterns of use and counsel employees on problem areas. A pattern in and of itself, does not
1674 constitute abuse.

1675 16.4 HEALTH INSURANCE PAYMENT PROGRAM. All employees reaching normal retirement or
1676 disability prior to attaining such age shall be eligible to continue in the City's health insurance
1677 group plan until the age of 65. The City shall pay all of the monthly premium payable, provided
1678 that the total amount expended for such insurance for each retired employee shall be limited
1679 to an amount equal to the percentage set forth below of the value of up to a maximum of 135
1680 accumulated days of unused sick pay standing to the credit of that employee as of that
1681 employee's date of retirement:

- 1682 ▪ 100% for employees retiring under disability retirement.
- 1683 ▪ 100% for employees retiring into the State Retirement System.

1684 Catastrophic Illness: During the period 3-years prior to the employee's normal retirement date,
1685 if the employee is injured or ill for more than 50-consecutive calendar days but less than 6-
1686 calendar months, there shall be no reduction from the employee's sick leave accumulation. In
1687 order to receive this benefit the employee must have reached the maximum accumulation of
1688 sick leave at some point in their career. The employee shall perform alternative duty if it is
1689 available and the employee is capable of performing same.

1690 16.5 CONVERSION. During the 5-years before an officer's normal retirement date, the officer may
1691 convert accumulated and unused vacation or other compensable off-time to sick leave days on
1692 the same basis as presently allowed in the firefighter Agreement.

1693 16.6 EMPLOYEE PAYMENT. After the amount expended for any employee reaches the limit for such
1694 employee, the monthly premium shall thereafter be paid by the employee.

1695 16.6.1 Surviving spouses, until remarriage, shall be eligible to apply the escrowed amount for
1696 health insurance premium payment purposes.

1697 16.6.2 Dependent children, in accordance with regular City policy, shall be eligible to apply the
1698 escrowed amount for health insurance premium payment purposes upon the death of
1699 the surviving spouse. Remarriage of the surviving spouse shall terminate the eligibility
1700 of dependent children for this benefit.

1701 16.6.3 Any funds remaining in the escrow account after death of the retiree, death or
1702 remarriage of the surviving spouse, or death or ineligibility of dependent children shall
1703 revert back to the City.

1704 16.6.4 This health insurance premium payment program for protective employees is
1705 mandatory for all covered employees upon retirement and supersedes all previous sick
1706 leave payment programs upon retirement sponsored by the City of Green Bay.

1707 16.6.5 If death of a covered protective service employee occurs before retirement, up to a
1708 maximum of 135-sick leave days shall apply to the estate of the deceased employee for
1709 purposes of payment of health insurance premiums in accordance with the above
1710 policy.

1711 16.6.6 An employee who has retired or in case of the employee's death, the spouse has the

right to leave the amount credited to the escrow account for “Health Insurance Purposes” until the end of the calendar year he/she attains the age of 65. At that time they shall have to begin using the escrow account for “Health Insurance Purposes.”

ARTICLE 17

HEALTH AND DENTAL INSURANCE

17.1 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.

17.1.1 Employees may reduce their health insurance premium contribution up to a maximum of 2.5% per year by successfully participating in the Wellness Incentive Program as follows:

- a. Employee’s health care insurance premium will be reduced by 2.5% if the employee is carrying single coverage and participates in the Health Risk Assessment.
- b. Employee’s health care insurance premium will be reduced by 2.5% if the employee is carrying family coverage and both employee and spouse participate in the Health Risk Assessment.
- c. Employee’s health care insurance premium will be reduced by 1.25% if the employee is carrying family coverage and only the employee or the employee’s spouse participates in the Health Risk Assessment.

17.1.2 Employees may participate in and pay health insurance premiums in accordance with the City’s Health 1265 Program.

17.1.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.

ARTICLE 18

LIFE INSURANCE

18.1 BENEFIT. All police officers shall receive the present life insurance program at no cost to the individual officer. Employees shall have the option to purchase additional life insurance for themselves. Additionally, life insurance for spouse and dependent children shall be made available as an option. Employees shall pay all premium costs for the additional optional insurance through payroll deductions.

ARTICLE 19

JURY DUTY

19.1 RULE. An employee may be granted a leave of absence with pay if called for jury duty during working hours.

ARTICLE 20

FUNERAL LEAVE

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

20.1.1 When there is a death in the immediate family of an employee, (“immediate family” being defined as that of employee’s spouse, parent, guardian, child of employee, grandchildren, grandparents, stepparents, brother, sister, mother-in-law, father-in-

1754 law), a maximum of 3-working days shall be granted with pay to such employee. Travel
1755 time to and from the funeral may be taken in addition to the 3-days referred to above
1756 with the approval of the department head and may, at the employee's option, be
1757 counted as sick leave or vacation.

1758 20.1.2 When there is a death in the family of an employee, ("family" being defined as spouse's
1759 grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle
1760 of employee or spouse), a maximum of 2-working days with pay shall be granted to such
1761 employee.

1762 20.1.3 All employees who act as pallbearers for any deceased person whose funeral takes place
1763 during regular working hours may also be granted time off, with pay, with the
1764 permission of the employee's commanding officer.

1765 **ARTICLE 21**
1766 **DUES DEDUCTION**

1767 21.1 CITY DUTY. The City agrees to deduct from the paycheck of each member of the Association, by
1768 written authorization from the member, a sum as Bargaining Unit determined by the
1769 Association for dues and remit the same to a designated Bargaining Unit Officer as soon as
1770 possible after the close of each month. A member's payroll deduction authorization allows the
1771 City to deduct whatever amount is determined by the Association for dues. The Association
1772 shall notify the City, in writing, at least 30 days in advance of any change in dues to be deducted.
1773

1774 **ARTICLE 22**
1775 **HOLIDAYS**

1776 22.1 BENEFIT. Holidays included in this Agreement are:

New Year's Day	Memorial Day	Columbus Day
President's Day	Independence Day	Thanksgiving Day
Easter Sunday	Labor Day	Christmas Day
Martin Luther King Day		

1777 22.2 HOLIDAY PAY. All personnel shall receive 1-day's pay at straight time for each of the above-
1778 stated holidays, whether or not the employee works the holiday in question, and all shift
1779 personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours
1780 pay or compensatory time subject to the maximum accumulation provision for each such
1781 holiday provided that officers who are regularly scheduled to work who call in sick for non-work
1782 related reasons shall not receive such eight-hours time. Employees who are called in to work a
1783 holiday that falls on their regular scheduled day off shall be paid double time (2x). Officers who
1784 volunteer to work their days off shall receive time and a half. Officers who are ordered to work
1785 a designated holiday shall receive double time (2x).

1786 22.3 The following shall apply to mandatory overtime on a designated holiday:

1787 22.3.1 Any mandatory overtime worked through a call-in or ordered to work on a holiday as
1788 identified in section 23.1 shall be paid at the rate of double time.

1789 22.3.2 Holiday hours for payment for mandatory overtime is identified as the hours of 00:00
1790 to 23:59 on the actual date of the holiday.

1791 22.3.3 Such mandatory overtime includes inverse assignments for staffing and late call and/or

1792 holdover time with prior supervisory approval.

1793 **Article 23**

1794 **PERSONAL LEAVE DAYS**

1795 23.1 BENEFIT. Regular full-time employees shall be eligible for 5-days annually. Personal leave days
1796 must be used during the calendar year earned. They may not be accumulated. The employee
1797 shall provide at least 7-days notice for a day off except that such notice can be waived by mutual
1798 agreement of the employer and the employee. The number of personal leave days earned shall
1799 be prorated for new full-time employees in their initial calendar year of employment and for
1800 employees in their final calendar year of employment with the City unless the employee
1801 terminates employment by eligibility and acceptance to the State Retirement system, disability,
1802 or death.

1803 **ARTICLE 24**

1804 **DISCIPLINE**

1805 24.1 RULES AND REGULATIONS. For disciplinary purposes, administrative or otherwise, the
1806 substantive rules and regulations for the conduct of members of the Police Department shall
1807 be as set forth in the policy and procedure manual for the Green Bay Police Department, as
1808 amended from time to time, excepting that no provisions in said manual which are subject to
1809 collective bargaining shall be valid until collectively bargained. In the event such rules and
1810 regulations conflict with the ordinances of the City of Green Bay, laws of the State of Wisconsin
1811 or United States, or this Agreement, said ordinances, laws or Agreement shall prevail.

1812 24.2 OFF-DUTY CONDUCT. Off-duty action or inaction shall not be considered as grounds for
1813 discipline unless the conduct in question:

1814 24.2.1 Has been the basis for a conviction in a court of law of any local ordinance, quasi criminal
1815 or criminal law; or

1816 24.2.2 Is done under or pursuant to the officer's use of authority or powers of a sworn Green
1817 Bay Police Officer, or under the color of the officers articulated use of the same; or

1818 24.2.3 Is in violation of any rules and regulations governing off-duty conduct existing in the
1819 GBPD Policy and Procedure Manual, excepting that Section I, Chapter 2, Paragraph D, of
1820 the existing Policies and Procedures Manual shall be deleted.

1821 24.3 INTERNAL INVESTIGATION. Internal investigations conducted by the GBPD shall be subject to
1822 the following rules:

1823 24.3.1 The subject matter of any investigation shall be confined solely to those areas that are
1824 being investigated because the Department has grounds for reasonable suspicion that
1825 an officer may be subject to disciplinary action. All other areas of inquiry shall be
1826 avoided so as to insure that investigators do not intrude upon the privacy of any officer.
1827 In this regard, the parties acknowledge the danger of questions not relevant to any
1828 specific investigation resulting in rumor and innuendo.

1829 24.3.2 When an officer under suspicion is questioned, that officer shall be first advised of the
1830 factual basis of the suspicion and advised as to what law, rule or regulation the officer
1831 is being suspected of breaking. When an officer under reasonable suspicion is
1832 questioned, that officer shall first be advised of the factual basis of said reasonable
1833 suspicion and advised as to what law, rule or regulation the officer is suspected of having

broken. The factual basis of the reasonable suspicion shall be communicated to the officer by a written summary of the evidence giving rise to the reasonable suspicion. The summary of the evidence should include “who, what, where, when and how” whenever possible and a description of the physical evidence, if any. The summary of the evidence shall not include notes, thought processes, investigative techniques or the like, or any other work product of the investigator(s). At the officer’s request, the officer may be represented by a representative of their choice who, at the discretion of the officer, may be present at all times during the interrogation. Also, the officer shall be given the name of the complainant except when the complainant is an employee of the Police Department or has requested anonymity.

24.3.3 Any time an investigation exonerates the officer, management shall maintain the investigation file but there shall be no record of the investigation in the officer’s personnel file. Such investigation shall not form the basis for future discipline; however, it may be used by management in following-up on future complaints.

24.3.4 Evidence obtained during the course of any interrogation not conducted in accordance with 25.3.1 and 25.3.2 may not be utilized in any subsequent disciplinary proceeding against the officer, including but not limited to, insubordination for failing to follow a direct order to answer a question.

24.4 DISCIPLINARY PROCEDURES

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

24.4.2 All other disciplinary proceedings shall be governed by the Grievance Procedure.

24.5 COMMAND COUNSELING.

24.5.1 The parties agree that informal counseling and coaching by a supervisor is an essential performance management tool, and that not every rule violation requires a full administrative investigation and formal discipline.

24.5.2 Informal counseling and coaching, including as part of the Service Improvement Opportunity process, shall not be used as a basis for progressive discipline, and shall not be subject to grievance.

24.5.3 Command Counseling occurring as a result of a sustained allegation in a full administrative investigation shall not be used as a basis for progressive discipline after 1-year from the date of the Command Counseling.

24.5.4 Records for Command Counseling shall be kept by the City in accordance with Wisconsin Law.

ARTICLE 25 LEAVES OF ABSENCE

25.1 SPECIAL LEAVES. The Chief of Police in consultation with the City Personnel Committee, may authorize special leaves of absence with or without pay for any period or periods not to exceed 3-calendar months in any one calendar year for the purpose of attending a college, university or recognized law enforcement seminar to train in subjects related to the work of department

1876 personnel or benefit to both the employees and the City.

1877 25.2 PERSONAL LEAVES. The Chief of Police may authorize an employee to be absent without pay
1878 for personal reasons for a period or periods not to exceed 10-working days in any calendar year.

1879 25.3 EDUCATIONAL LEAVE. The City Personnel Committee, upon recommendation of the Chief of
1880 Police, may grant leaves of absence with or without pay in excess of the limitations above for
1881 the purpose of attending courses of training at a recognized college or university and for other
1882 purposes that are deemed beneficial to the City.

1883 **ARTICLE 26**

1884 **MILITARY LEAVE**

1885 26.1 Active Military Duty – Personnel of the Police Department who leave or have left the City service
1886 by request of the Federal Government to enter active service in the Armed Forces of the United
1887 States and return, shall be entitled to their departmental seniority and the rate of pay and
1888 position they would have been entitled to had their service with the Police Department not
1889 been interrupted by service in the Armed Forces. Employees who are members of the National
1890 Guard or military reserve shall be granted military leave for any extended tour of duty
1891 requested by the federal government, and shall receive during such absence the wage
1892 differential between the employee's regular City wages and military wage so that no loss of
1893 wages shall be suffered for the first 90-calendar days as a result of such military service. This
1894 paragraph does not apply to employee drafted into the military consequent to the institution
1895 of a federal draft system or to voluntary periods of active duty service. Seniority shall continue
1896 accumulation throughout the leave. There shall be no accumulation of paid time off benefits
1897 during the leave. Employees on leave shall have the option to keep city health and dental
1898 benefits during the leave, the same as for active employees.

1899 26.2 Officers having permanent status and who are duly enrolled members of the National Guard,
1900 the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the
1901 Naval Reserve Corps, the Marine Corps Reserve, and any other reserve component of the
1902 military or naval forces of the United States or the State of Wisconsin, now or hereafter
1903 organized or constituted under federal law, are entitled to leaves of absence without loss of
1904 time to enable them to attend military or naval schools, field comps of instruction and naval
1905 exercises which have been duly ordered held, but not to exceed fifteen (15) days, in the
1906 calendar year in which so ordered and held. All military leave, including active duty, shall be
1907 governed by USERRA. The difference in pay between military pay during time of attendance
1908 and the officer's regular pay during the same period shall be paid by the City. The leave granted
1909 is in addition to all other leaves.

1910 **ARTICLE 27**

1911 **EDUCATION CREDITS**

1912 27.1 BENEFIT. The City shall reimburse an officer tuition costs and book costs, as defined below,
1913 upon successful completion of approved Police Science courses. The student must attain a
1914 grade of C or higher to qualify for reimbursement. Approved Police Science courses are defined
1915 as any course required for the attaining of a degree in police career enhancement and
1916 previously approved by the Chief of Police.

1917 27.2 REIMBURSEMENT. The reimbursement for tuition shall be 100% at the UWGB rate for

undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be the actual cost of the book in question or \$50 whichever is less, provided that upon reimbursement the book shall be turned over to the departmental library. Reimbursement for tuition shall be limited to \$1,200 per year, per student. The City shall have the right to claim reimbursement for any tuition reimbursed under this provision within 30-months of any voluntary termination of employment, or within 12-months of any retirement.

ARTICLE 28

TRAINING

- 28.1 TRAINING ASSIGNMENTS. Any officer accepting a position requiring specialized training/school for the position shall flex their workday and workweek to attend such training. Any time spent in addition to the 8½-hours per day, such as travel, shall be compensated at time for time rate via payback. Time spent training including travel, on the officer's regular day off shall be compensated at time for time via payback.

The parties agree that training is essential for members' career development. Training shall be assigned based upon the needs of the Department. Training shall not be assigned or denied due to favoritism, discrimination, or retaliation. Absent a specific reason to assign a particular member to a training opportunity, such as job assignment or an identified individual training need, the Department may use seniority to determine who is assigned the training.

The Association reserves the right to grieve cases in which training is alleged to have been assigned or denied due to favoritism, discrimination, or retaliation.

- 28.2 COMPENSATION FOR TRAINING AND/OR SCHOOLS. Officers attending any training and/or schools on the officer's normal off time, shall be compensated by time off at straight time in the form of payback, subject to the following guidelines.

28.2.1 Such compensation shall include travel associated with schools held outside of Brown County, not including Sanger Powers Multijurisdictional range facility. Times of departure and return shall be determined by travel time indicated by computer mapping programs with consideration given to length of travel for unforeseen conditions, such as weather or construction delays, on a case-by-case basis. Such travel time shall include travel to and from the Department or actual time to and from the officer's residence; whichever is less. The location of departure is the officer's choice.

EXAMPLE: School is scheduled in Appleton and lasts 8:00a-4:00p. Departure from the station is determined to be 7:15a. Officer A travels from the station, and returns from the school at 3:30p (class adjourned early). Officer A receives payback from 7:15a to 3:30p.

EXAMPLE: Officer B elects to travel from the officer's home in Kaukauna to the school in Appleton and leaves the officer's home at 7:45am and returns at 3:00pm. Officer B receives payback from 7:45a to 3:00p. The travel time cannot exceed that from the station.

EXAMPLE: Officer C leaves home in Oconto at 6:30a and drives directly to Appleton for the school and returns home at 4:15p. Officer C would receive payback from 7:15a to 3:30p. The travel time cannot exceed that from the station.

- 1959 28.2.2 Time compensated shall be actual time in attendance, plus actual travel time subject to
1960 travel time restrictions identified above.
- 1961 **EXAMPLE:** School at NWTC is scheduled to run 8:00a-4:00p. The instructor concludes the
1962 class at 2:30p. Officers received payback from 8:00a-2:30p. No travel as venue is within
1963 Brown County.
- 1964 28.2.3 In the case of overnight stays, any travel by vehicle to/from the venue/hotel in excess
1965 of 10-minutes shall be compensated at time for time. No compensation shall be given
1966 for the first 10-minutes.
- 1967 **EXAMPLE:** Overnight school in Milwaukee. Travel by vehicle from the hotel to the school
1968 is 5-minutes. No compensation for the travel as it is under 10-minutes.
- 1969 **EXAMPLE:** Overnight school in Anchorage. Travel by vehicle from the hotel to the school
1970 is 30-minutes. Officer would receive payback for travel over the first 10-minutes, or in
1971 this example, 20-minutes travel time.
- 1972 28.2.4 For school/training scheduled on a normal workday, Officers shall be required to work
1973 their normal shift in addition to attending the school if the time of school and
1974 compensable travel is 5¾-hours or less during off duty time. If the school and travel
1975 exceeds 5¾-hours of normal off duty time, it shall serve as the officer's work day. Any
1976 time in excess of 8½-hours on an officer's normal workday shall be compensated at time
1977 for time via payback. For school/training on an officer's normal day off, the officer shall
1978 be compensated actual time in attendance including travel time.
- 1979 **EXAMPLE:** Day shift officer scheduled to attend school from 12:00p-4:00p. Officer
1980 reports for normal shift at 6:15a. Attends school which is done at 4:00p. Officer receives
1981 1.3 hours payback.
- 1982 **EXAMPLE:** Day shift officer scheduled to attend school from 8:00a-12:00p. Officer
1983 reports for normal shift at 6:15a. Attends school from 8:00a-12:00p, returns and
1984 completes shift.
- 1985 **EXAMPLE:** Afternoon shift officer scheduled to attend school from 12:00p-4:00p. Officer
1986 attends school beginning at 12:00p and completes at 4:00p. Officer returns to road duty
1987 and completes shift. Officer receives 2.3 hours payback.
- 1988 **EXAMPLE:** Afternoon shift officer scheduled to attend school from 8:00a-4:00p. Officer
1989 attends school and it serves as the officer's workday.
- 1990 **EXAMPLE:** Evening shift officer working that night is scheduled to attend a school from
1991 12:00p-4:00p. The officer would work their shift in addition to attending the school.
1992 Officer receives 4-hour payback.
- 1993 **EXAMPLE:** Evening shift officer working that night is scheduled to attend a school from
1994 8:00a-2:00p (6-hours). The attendance at the school would serve as the officer's work
1995 day as attendance outside of normal work hours exceeded 5¾-hours.
- 1996 28.2.5 Any adjustments needed to provide for the required 7½-hour break, with regard to the
1997 14¼-hour limitation on work hours, shall be determined by the officer's supervisor.
- 1998 **EXAMPLE:** Night shift officer scheduled to attend full day school 8:00a-4:00p.
1999 Attendance at the school serves as work day. 7½-hour rule must be maintained, meaning

2000 *11:30p start time for next shift.*

2001 28.2.6 The officer's Command Officer shall determine whether a hotel stay shall be necessary

2002 and reimbursed. Such determination shall be made on a case-by-case basis depending

2003 on the length of travel, actual start time of the school, length of the school, potential

2004 weather condition or the like, with attention to the 14¼-hour limitation. If length of the

2005 school is one week or less, and accommodations have been made, there shall be one

2006 travel time compensated for the trip to the school, and one for the trip back, and daily

2007 on-site travel from accommodations as stated in 29.2.3. Schools lasting in excess of one

2008 week shall be reviewed on a case-by-case basis as to necessity for weekend stays. In the

2009 event the officer elects to stay at a hotel although the supervisor has not approved the

2010 stay, the officer is responsible for all costs associated with the overnight

2011 accommodations. In the event the Command Officer determines a hotel stay is

2012 appropriate but the officer elects not to stay, the officer is only entitled to compensation

2013 for one round trip to and from the school, including mileage.

2014 28.3 The following shall apply to the cancellation of an officer from a school or training assignment

2015 as assigned under Article 29 once notification of the school or training has been given:

2016 28.3.1 An officer may be cancelled from an assigned schooling/training if it is determined

2017 outside of 24-hours prior to the start of the school/training that the officer is needed to

2018 complement staffing on the officer's regular shift.

2019 28.3.2 No officer may be cancelled within 24-hours of the start of the schooling/training except

2020 as provided in #3 and #4 below.

2021 28.3.3 Because the City is at the mercy of outside influences, schooling/training may be

2022 cancelled at any time if such a cancellation is outside of the control of the Department.

2023 The officer will then return to their normal work assignment. (example: instructor

2024 cancellation, venue availability, severe weather prohibiting travel, events requiring

2025 extensive numbers of personnel, etc.)

2026 28.3.4 Officers working their regular shift hours, and allowed to attend schooling/ training

2027 (duty ready) taking place within Brown County, including the Sanger Powers

2028 Multijurisdictional Training Facility as part of their shift, may be cancelled or recalled

2029 from the training at any time based on staffing or immediate need.

2030 28.4 STATE CERTIFICATION TRAINING. As part of the 1964.5-hour work year each officer is required

2031 to report for annual training totaling 25½-hours. This training shall occur on the officer's regular

2032 days off and shall involve no additional compensation.

2033 28.5 TRAINING FOR STATE CERTIFICATION OR DISCIPLINE. The following shall apply for additional

2034 training for state certification beyond that described in 29.3 which is required to maintain

2035 employment with the City of Green Bay as a police officer, or training required as a result of

2036 disciplinary action by the Chief of Police:

2037 • Officers shall flex their workday to attend such training.

2038 • Attendance at such training in excess of 8½ hours on a regular scheduled work day shall be

2039 compensated at 1½-time including travel. Attendance on a regular scheduled day off shall

2040 be compensated at the overtime rate of 1½ time for actual hours in attendance including

2041 travel.

2042 **ARTICLE 29**
2043 **BARGAINING UNIT ACTIVITY**

2044 29.1 ACTIVITY. The Bargaining Unit agrees to conduct its business off the job as much as possible.
2045 This article shall not operate as to prevent a Bargaining Unit representative from the proper
2046 conduct of any grievance in accordance with the procedures outlined in this Agreement, and
2047 shall not work to prevent certain routine business, such as the posting of Bargaining Unit notices
2048 and bulletins and like duties. The City agrees to make the necessary space available for the
2049 posting of Bargaining Unit notices and bulletins. Business agents or representatives of the
2050 Bargaining Unit, having business with the officers or individual members of the Bargaining Unit
2051 during the course of the working day for a reasonable time, provided that permission is first
2052 obtained from the commanding officer, or superior officer of that Bargaining Unit.

2053 The President may conduct such activities at reasonable times in a manner which shall not
2054 interfere with the performance of assigned duties; no inquiry may be made as to the nature of
2055 the business being conducted, provided that the President advises the shift commander, who
2056 shall not unreasonably deny such permission and if such permission is denied, shall give reason
2057 therefore at the time of denial. The President shall further advise the shift commander that
2058 Union business as described in Article 30 is being conducted, the approximate time it shall take,
2059 and how he/she may be contacted in an emergency. If President goes off road via this
2060 procedure, it shall not be considered a violation of minimum staffing.

2061 29.2 NO DEDUCTION OF PAY. The employer hereby agrees not to deduct such reasonable time from
2062 the pay of such officer or member, and agrees also that time spent in the conduct of grievance
2063 and in bargaining shall not be deducted from the pay of delegated employee representatives
2064 of the Bargaining Unit. The negotiating committee shall be limited to no more than 9-members
2065 however, no more than 4-members shall be off the job at one time. Officers may accumulate
2066 payback hours for contract negotiation sessions initiated by the City of Green Bay. If the Officer
2067 attends a contract negotiation session of 4¼-hours or less, the officer shall receive credit for ½-
2068 day's compensation. If the contract negotiation session duration is more than 4¼-hours, the
2069 officer shall receive one full day's compensation.

2070 **ARTICLE 30**
2071 **ADVANCEMENTS & PROMOTIONS**

2072 30.1 DEFINITIONS

2073 30.1.1 Command Officer: A sworn department member holding the rank of Lieutenant,
2074 Captain, Commander, or Chief of Police

2075 30.1.2 Supervisor: A sworn department member holding the rank of Sergeant or above.

2076 30.2 ADVANCEMENT TO ADVANCED POLICE OFFICER POSITION.

2077 30.2.1 Police officers shall be advanced to the position of advanced police officer upon
2078 completion of 6-years of service with the GBPD as a police officer.

2079 30.2.2 Upon being appointed as an Advanced Police Officer, an officer shall thereafter, and
2080 until advancement to Specialist I, be considered as an Advanced Police Officer and
2081 receive compensation as outlined in the Wage Schedule.

2082 30.2.3 In order to diversify Advanced Officers amongst the various shifts, it is agreed that each
2083 shift shall maintain a minimum of 6-Advanced Officers. In case of a shift falling short of

2084 this minimum, the department shall assign Advanced Officers on the basis of inverse
 2085 seniority.

2086 30.2.4 For purposes of this section power shift shall be considered part of the afternoon shift.

2087 30.3 ADVANCEMENT TO SPECIALIST I POSITION.

2088 30.3.1 Effective January 1, 2026, Officers shall be advanced to the position of Specialist I upon
 2089 completion of 9-years effective as an officer with the Green Bay Police Department.

2090 30.3.2 Upon being appointed as a Specialist I, an officer shall thereafter, and until advancement
 2091 to Specialist II, be considered as a Specialist I and receive compensation as outlined in
 2092 the Wage Schedule.

2093 30.4 ADVANCEMENT TO SPECIALIST II POSITION.

2094 30.4.1 Effective January 1, 2026, Officers holding the position of Specialist I shall be advanced
 2095 to the position of Specialist II upon the completion of 13-years with the Green Bay Police
 2096 Department.

2097 30.4.2 On appointment as a Specialist II, an officer shall thereafter be considered as a Specialist
 2098 II and receive compensation as outlined in the Wage Schedule.

2099 30.5 PROMOTION TO SERGEANT.

2100 30.5.1 In order to be eligible for promotion to Sergeant, a member must have at least 5-years'
 2101 experience as a Green Bay Police Officer, or a combination of at least 3-years with GBPD
 2102 and full-time, sworn service at a similar or larger law enforcement agency adding up to
 2103 a total of 5-years. The time requirement must be met as of the time the posting for the
 2104 promotional process closes.

2105 30.5.2 The selection process for promotions to Sergeant shall be as follows:

2106 a. A written examination, scored on a 100-point scale. A score of 70% is required
 2107 to pass this examination and continue in the promotional process.

2108 b. An assessment center evaluation, developed with an external consultancy
 2109 specializing in promotional processes. The Association shall be meaningfully
 2110 involved in the selection of individuals serving on evaluation panels and the
 2111 specific performance dimensions to be measured. The assessment center shall
 2112 be scored on a 100-point scale. The candidate must receive a score of 70 percent
 2113 or higher to continue in the process.

2114 c. A Peer review consisting of:

2115 • Peer review forms will be sent to 12 individuals with whom the
 2116 candidate currently works. Reviewers will be randomly selected. A
 2117 GBPPA representative shall observe the reviewer selection process.

2118 • Reviews will be in the form of a survey using a 5-point Likert scale to
 2119 measure peers' opinions of specific skills and abilities related to the
 2120 Sergeant position.

2121 • The Peer Review shall be scored on a 100-point scale. The reviews with
 2122 the highest and lowest scores for each candidate will be discarded,
 2123 then the remaining scores shall be averaged to determine the final
 2124 score.

2125 d. Each candidate's cumulative score shall be determined by weighting the
 2126 assessment center score at 80 percent and the peer review score at 20 percent.

- e. Upon successful completion of the selection process, the candidate's seniority points shall be added to their cumulative score for the assessment center and peer review to reach a final score. Using the member's seniority date, the member shall receive one point for every 3-complete years of service.
- f. Candidates shall be ranked by their final overall score and placed on a ranked eligibility list. The eligibility list shall be good for two (2) years or until all eligible candidates have been promoted, whichever comes first. The City shall allow the Association to review the list prior to its posting.
- g. Candidates shall be selected for promotion into vacant Sergeant positions in order of their ranked position on the eligibility list. In the event of a tie the candidate with the highest seniority shall be offered the position.
- h. Notwithstanding subsection (g) above, a vacant Sergeant position responsible for supervising Detectives shall be offered first to the highest-scoring Detective on the Sergeant promotional list.
- A sergeant so promoted to a Detective Sergeant position may not bid to fill a vacant Sergeant position outside Detectives until the eligibility list they were promoted from has expired or has been exhausted.
 - If there are no Detectives on the Sergeant promotional list, the position shall be filled using the selection process in Article 7.4 to choose from among incumbent sergeants with at least one (1) year experience in the Sergeant rank.
- i. The Chief may skip a candidate on the eligibility list for sustained allegations of serious policy violations. The decision to skip a member on an eligibility list for promotion is subject to the grievance procedure outlined in Article 3, but such grievance does not include the right to grieve prior discipline.

30.6 SERGEANTS' DUTIES AND ASSIGNMENTS

30.6.1 In addition to all duties of a patrol officer, Sergeants shall perform certain supervisory duties including, but not limited to:

- a. Conducting performance appraisals
- b. Participating in selection processes for specialty assignments and promotions to Sergeant or Detective
- c. Receiving complaints from community members and making recommendations regarding case handling
- d. After-action review of significant incidents such as pursuits, uses of force, and damage to city property

30.6.2 Effective January 1, 2023, sergeants selected to serve in specialty units shall perform supervisory functions, and the number of sergeants selected to serve in specialty units shall be limited to that necessary to provide adequate supervision to the unit. Effective July 1, 2026, this provision shall apply to the SWAT team.

30.6.3 No sergeant shall be authorized to serve on both the SWAT and Dive Teams from January 1, 2023 forward. The parties agree that it may be necessary to phase this change in to avoid negative impacts on staffing in specialty units.

- 2169 30.6.4 In order to qualify as a specialty unit sergeant, with supervisory authority in that unit,
2170 the applicant must have at least one (1) year of experience as a sergeant prior to
2171 application. The selection process identified in Article 7.3 shall apply to such assignment.
- 2172 30.6.5 Sergeants may serve in non-supervisory roles in the Honor Guard, Police Motorcycle
2173 Unit, and the Training Unit.
- 2174 30.6.6 Sergeants shall only be assigned special projects and/or temporary assignments,
2175 pursuant to Article 5, when their assignment is to do supervisory work.
- 2176 30.6.7 Sergeants shall be members of the Bargaining Unit.
- 2177 30.6.8 A seniority roster for Sergeants shall be maintained. Shift assignment shall be based
2178 upon time in grade (i.e., seniority within the rank of Sergeant), as opposed to Bargaining
2179 Unit seniority.
- 2180 a. If a Sergeant accepts a position in a specialty team or assignment where the
2181 Sergeant loses his/her rank or accepts any other position at a higher rank (i.e.,
2182 Lieutenant, Captain, Commander), the time in that position shall not be included in
2183 Sergeant seniority if the member returns to the Sergeant position at a later date.
- 2184 30.6.9 Bargaining Unit seniority (the total time the member has served in the Bargaining Unit
2185 at all ranks) shall be used for all other purposes, including seniority points for
2186 promotions, overtime assignments, vacation selection, and specialty assignments.
- 2187 30.6.10 Sergeants shall be eligible for overtime in accordance with Article 6.
- 2188 30.6.11 A Sergeant assigned to perform substantially the duties of a higher rank shall be
2189 compensated at the rate of a Step 1 Police Lieutenant. A Sergeant performing higher-
2190 classification work for a minimum of 45 minutes shall receive one (1) hour of Step 1
2191 Lieutenant pay, and time for time after one (1) hour of higher classification work.
- 2192 30.7 PROMOTION TO DETECTIVE
- 2193 30.7.1 Effective January 1, 2023, the position of Detective shall be a promoted position, subject
2194 to the provisions of Wisconsin Statute 62.13 (5). Members currently holding the
2195 position of Detective on January 1, 2023 shall be automatically promoted to the rank of
2196 Detective.
- 2197 30.7.2 In order to be eligible for promotion to Detective after January 1, 2023, a member must
2198 have at least 6-years' experience as a Green Bay Police Officer, or at least 4-years'
2199 experience as a Green Bay Police Officer and at least 2-years' experience as a full-time,
2200 sworn police officer in a comparably sized or larger agency.
- 2201 30.7.3 The selection process for promotions to Detective shall be as follows:
- 2202 a. A written examination, scored on a 100-point scale. A score of 70% is required
2203 to pass this examination and continue in the promotional process.
- 2204 b. A panel interview. The Association shall be meaningfully involved in the
2205 selection of individuals serving on interview panel and may review the questions
2206 to be asked, provided any Association representative reviewing the questions is
2207 not competing for the position. The interview shall be scored on a 100-point
2208 scale. The candidate must receive a score of 70 percent or higher to continue in
2209 the process.
- 2210 c. A Peer review consisting of:

- Peer review forms will be sent to 12 individuals with whom the candidate currently works. Reviewers will be randomly selected. A GBPPA representative shall observe the reviewer selection process.
- Reviews will be in the form of a survey using a 5-point Likert scale to measure peers' opinions of specific skills and abilities related to the Detective position.
- The Peer Review shall be scored on a 100-point scale. The reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine the final score.

30.7.4 The Chief may skip a candidate on the eligibility list for sustained allegations of serious policy violations. The decision to skip a member on an eligibility list for promotion is subject to the grievance procedure outlined in Article 3, but such grievance does not include the right to grieve prior discipline.

30.8.1 A Detective assigned to an investigation shall have supervisory authority over sworn members at the rank of Officer and professional staff at the rank of Evidence Technician, Crime Analyst, and Criminalistic Specialist working on the investigation.

PROMOTION TO LIEUTENANT.

30.10 ACTING SERGEANTS

30.10.1 Acting Sergeants may be appointed for long-term absences or when there is a vacant Sergeant position with no current eligibility list. The City shall make a legitimate effort to establish a promotional list when the previous list expires or everyone on it is promoted. Acting Sergeants may be chosen in one of the following two ways:

- If a promotional eligibility list exists, the acting position shall be offered to the highest-ranked employee on the list. If that employee declines, the position shall be offered to the next-highest-ranked, and so on until the position is filled or no one accepts.
- If no eligibility list exists, or no one accepts the position, it shall be offered to the senior officer on the shift where the vacancy occurs, unless that officer has recent disciplinary history detrimental to the position or is on a Development Assistance or Performance Improvement Plan.

30.9.2 Upon appointment to Lieutenant, the appointed officer shall thereafter perform only Command Officer duties in the manner and fashion described for Command Officer personnel in Section 1.2.

ARTICLE 31

WAGE-HOUR LEGISLATION

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

ARTICLE 32

AMENDMENT PROVISION

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

ARTICLE 33

SAVINGS CLAUSE

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

ARTICLE 34

RESIDENCY

34.1 Bona fide and continued residency within 35-miles of the jurisdictional border of the City of Green Bay shall be required for eligibility for the following positions or calls:

- K-9
- SWAT
- Eligibility for immediate need safety staffing shortage call-ins

“Immediate need” shall be defined as a demonstrable need at the time of the call. The burden shall be on the City to show such reasonable need.

Response time compensation for all officers living outside of the 35-mile jurisdictional border shall not exceed ½-hour.

ARTICLE 35

NO OTHER AGREEMENT

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

35.2 INCORPORATION OF AGREEMENTS. All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties in writing will be incorporated into this agreement upon their execution and will be formally inserted into the body the of the next successor agreement unless otherwise agreed to by the parties.

ARTICLE 36

CHANGES IN THE TERMS OF THIS AGREEMENT

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

ARTICLE 37

TERM OF AGREEMENT

37.1 TERM. This Agreement shall be binding on both parties and effective from the 1st day of January, 2023 to and including the 31st day of December 31, 2024.

ARTICLE 38

DRUG TESTING

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

38.2 DISCUSSION. It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse shall seriously impair an employee’s physical and mental health, and thus job performance. Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

- 2339 38.3 DEFINITIONS.
- 2340 38.3.1 Sworn Employee - Those employees who have been formally vested with full law
- 2341 enforcement powers and authority.
- 2342 38.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day
- 2343 responsibility for supervising subordinates, or are responsible for commanding a work
- 2344 element, including Patrol Sergeants.
- 2345 38.3.3 Drug Test - The compulsory production and submission of urine by an employee, in
- 2346 accordance with departmental procedures, for chemical analysis to detect prohibited
- 2347 drug usage.
- 2348 38.3.4 Reasonable Suspicion - Reasonable suspicion is the quantum of knowledge sufficient to
- 2349 induce an ordinary prudent and cautious person to believe that an individual is using or
- 2350 under the influence of drugs or other controlled substances.
- 2351 38.3.5 Probationary Employee - For the purposes of this policy only, a probationary employee
- 2352 shall be considered to be any person who is conditionally employed with the
- 2353 department as a law enforcement officer.
- 2354 38.4 PROCEDURES.
- 2355 38.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary and
- 2356 sworn employees, while on and off duty:
- 2357 a. No employee shall illegally possess any controlled substance.
- 2358 b. No employee shall ingest any controlled or other dangerous substance, unless
- 2359 as prescribed by a licensed medical practitioner.
- 2360 c. Any employee who unintentionally ingests, or is made to ingest, a controlled
- 2361 substance shall immediately report the incident to their supervisor so that
- 2362 appropriate medical steps may be taken to ensure the officer's health and
- 2363 safety.
- 2364 d. Any employee having a reasonable basis to believe that another employee is
- 2365 illegally using, or is in possession of any controlled substance, shall immediately
- 2366 report the facts and circumstances to their supervisor.
- 2367 e. Discipline of sworn employees for violation of this policy shall be in accordance
- 2368 with the due process rights provided in the department's discipline and
- 2369 grievance procedures.
- 2370 38.4.2 Applicant Drug Testing.
- 2371 a. Applicants for the position of sworn law enforcement officer shall be required to
- 2372 take a drug test as a condition of employment during a pre-placement medical
- 2373 examination.
- 2374 b. Applicants shall be disqualified from further consideration for employment
- 2375 under the following circumstances:
- 2376 i. Refusal to submit to a required drug test; or
- 2377 ii. A confirmed positive drug test indicating drug use prohibited by this
- 2378 policy.

38.4.3 Probationary Employee Drug Testing. All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Chief of Police or designee, and shall not exceed two tests during the probationary period.

38.4.4 Employee Drug Testing.

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

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

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

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

c. A drug test shall be administered as part of all promotional procedures.

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

i. Emergency Response Unit.

ii. Metropolitan Drug Enforcement Unit.

iii. Officers assigned drug investigations on a regular basis.

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

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

i. Discharge of a firearm at a human being or a vehicle in which human beings

- are contained.
- ii. Police vehicle auto accident in which serious injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the officer is not at fault in the accident, no drug test shall be required. A directly involved officer is one who actually discharges the weapon in case (e)1 or is the driver of the police vehicle in case (e)2.
 - f. Any officer, who, in the carrying on of their police duties, ingests, either directly or indirectly, any drug or narcotic 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 shall be administered and no disciplinary action shall be taken if the tests are positive under the following conditions.
 - i. The officer was in physical danger if he did not ingest the drug or narcotic substance.
 - ii. Nothing in this policy shall be construed as granting permission for police officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except as cited in (f)(i).
 - g. Beginning after ratification of a 1992 Agreement, the department shall randomly test up to 10% of the bargaining unit. Such test shall occur once per year per shift with no announcement of time or date. The method for random selection shall be such that each member of the bargaining unit has an equal chance of being selected.

38.4.5 Drug Testing Procedures.

- a. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
- b. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID or driver's license.
- c. A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- d. The bathroom facility of the testing area shall be private and secure.
 - i. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- e. Where the employee 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 employee shall be permitted not more than eight hours to give

- 2462 a sample; during which he shall remain in the testing area. Reasonable amounts
2463 of water may be given to the employee to encourage urination. Failure to submit
2464 a sample shall be considered a refusal to submit to a drug test.
- 2465 f. Employee shall have the right to request that their sample be split and stored in
2466 case of legal disputes. The urine samples must be provided at the same time,
2467 and marked and placed in identical specimen containers by authorized testing
2468 personnel. One sample shall be submitted for immediate drug testing. The other
2469 sample shall remain at the facility in frozen storage for one year. This sample
2470 shall be made available to the employee or their attorney should the original
2471 sample result in a legal dispute or the chain of custody is broken.
- 2472 g. Specimen samples shall be sealed in the presence of the participants, labeled,
2473 and checked against the identity of the employee to ensure the results match
2474 the tested specimen. All collections are handled forensically, which means they
2475 are labeled, double-sealed, double-checked for accuracy and completeness,
2476 stored in a secure, locked refrigerator until testing, and accompanied by a
2477 forensic chain-of-custody.
- 2478 h. Whenever there is a reason to believe that the employee may have altered or
2479 substituted the specimen to be provided, a second specimen shall be obtained
2480 immediately under direct observation of the testing personnel.
- 2481 38.4.6 Drug Testing Methodology. This drug policy shall in no way be applied to an employee's
2482 use of prescription drugs; nor shall it apply to alcohol.
- 2483 a. The testing or processing phase shall consist of a two-step procedure:
- 2484 i. Initial screening test
- 2485 ii. Confirmation test
- 2486 b. The urine sample is first tested using the initial drug screening procedure. An
2487 initial positive test result shall not be considered conclusive; rather, it shall be
2488 classified as "confirmation pending." Notification of test results to the
2489 Professional Standards Division or other departmental designee shall be held
2490 until the confirmation test results are obtained.
- 2491 c. A specimen testing positive shall undergo an additional confirmatory test. The
2492 confirmation procedure shall be technologically different and more sensitive
2493 than the initial screening test.
- 2494 d. The drug screening tests selected shall be capable of identifying marijuana,
2495 cocaine and every major drug of abuse including heroin, amphetamines and
2496 barbiturates. Personnel utilized for testing shall be certified as qualified to
2497 collect urine samples or adequately trained in collection procedures.
- 2498 e. Concentrations of a drug at or above the following levels shall be considered a
2499 positive test result when using a FPIA immunoassay drug-screening test.
- 2500 o Amphetamines 500 ng/1
- 2501 o Barbiturates 500 ng/1
- 2502 o Cocaine 300 ng/1
- 2503 o Opiates 300 ng/1

- 2504 ○ THC 100 ng/1
- 2505 ○ PCP 25 ng/1
- 2506 ○ Benzodiazepines 200 ng/1
- 2507 ○ Methadone 25 ng/1
- 2508 Concentrations of a drug at or above the following levels shall be considered a
- 2509 positive test result when performing a confirmatory GC/MS test on a urine
- 2510 specimen that tested positive using a technologically different initial screening
- 2511 method.
- 2512 ○ Marijuana metabolite 15*
- 2513 ○ Cocaine metabolite 150**
- 2514 ○ Opiates:
- 2515 Morphine 300**
- 2516 Codeine 300***
- 2517 ○ Phencyclidine 25
- 2518 ○ Amphetamines:
- 2519 Amphetamine 500
- 2520 Methamphetamine 500
- 2521 * Delta-9 tetrahydrocannabinol-9-carboxylic acid
- 2522 ** Benzoylcegonine
- 2523 *** 25mg/ml if immunoassay-specific for free morphine
- 2524 f. The laboratory selected to conduct the analysis shall be experienced and capable
- 2525 of quality control, documentation, chain-of-custody, technical expertise, and
- 2526 demonstrated proficiency in urinalysis.
- 2527 g. Employees having a negative drug test results shall receive memorandum stating
- 2528 that no illegal drugs were found. If the employee requests such, a copy of the
- 2529 letter shall be placed in the employee's personnel file.
- 2530 h. Any employee who breaches the confidentiality of testing information shall be
- 2531 subject to discipline.
- 2532 38.4.7 Chain of Evidence - Storage.
- 2533 a. Each step in the collecting and processing of the urine specimens shall be
- 2534 documented to establish procedural integrity and the chain-of-custody.
- 2535 b. Where a positive result is confirmed, urine specimens shall be maintained in
- 2536 secured, refrigerated storage for one year.
- 2537 38.4.8 Drug Test Results.
- 2538 a. All records pertaining to department-required drug tests shall remain
- 2539 confidential, and shall not be provided to other employers or agencies without
- 2540 the written permission of the person whose records are sought.
- 2541 b. Drug test results and records shall be retained in the employee's personnel file
- 2542 for an indefinite period.
- 2543 38.5 ACTIONS TAKEN/POSITIVE RESULTS.
- 2544 38.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,

barbiturates, or any other major drug of abuse or illegal drug, the officer's employment shall be terminated. If the test is determined to be inconclusive, then the City shall not have just cause for termination.

a. The exception shall be forced use as defined in Section 39.04 (4) (f) 1.

38.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

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

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

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

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

38.6 REFUSAL TO SUBMIT. Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 39

UNIT DUTIES

39.1 UNIT JOB DUTIES. Non-supervisory job duties shall be assigned only to members of the Bargaining Unit. Ranks excluded from the Bargaining Unit are so excluded because the primary nature of their positions is to supervise personnel of the department, and accordingly they shall not be assigned to perform non-supervisory duties as part of their normal and usual job duties; provided that this restriction shall in no way restrict such personnel in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by such officers in the course of the performance of their supervisory duties (for example, a supervisor would not work radar or patrol for traffic violators, but would be expected to apprehend or arrest traffic violators who are observed by the supervisor while performing the duties of supervision of personnel). Sworn members of the Department who are not members of the bargaining unit may occasionally perform uniformed patrol duties, but in no event shall non-bargaining unit members be assigned to do Association work to avoid payment of overtime or to meet minimum staffing levels.

The City and GBPPA recognize that situations may occur where it is necessary that a supervisor become involved in an incident in a manner which may be considered outside of supervisory duties. The City, however, recognizes and agrees that the primary responsibility of a supervisor is to supervise officers in their work. The labor agreement provides for the situation where an obvious emergency need exists.

The parties also recognize the value to both the City and the Association of supervisory employees occasionally performing patrol duties in order to maintain familiarity with such duties and thus being able to more effectively supervise the work. Supervisors may be assigned to perform uniformed patrol duties for up to 24 hours per year, during which time they are permitted to perform the full range of patrol officer duties. A supervisor so assigned shall not be counted toward safety minimum staffing levels as described in Article 5. Supervisors shall not be used to replace or

supplant sworn officers at any special event overtime or other overtime opportunities that are normally and customarily worked by sworn officers of the Department.

In addition to the emergency exception, the GBPPA agrees that it shall not grieve incidents of supervisors taking de minimus (minor, inconsequential, minimal) police action such as being approached by a citizen with a complaint (i.e. parking complaint, dispersal of loitering parties, etc.) which shall involve little time and keeps the supervisor in their primary duties of supervising the employee. However, if the incident becomes more involved than initially determined, then a unit shall be dispatched to the incident to take over the call. Situations must be weighed with efficiency and public service in mind, with constant re-evaluation of the situation in order to regain the functioning capacity of a supervisor.

This restriction shall in no way restrict such personnel (supervisor) in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by a supervisor in the course of the performance of their supervisory duties.

A supervisor would not work an OWI from beginning to end, but would be expected to apprehend or arrest a traffic violator who is observed by the supervisor while performing the duty of supervising personnel.

A supervisor would be expected to take de minimus police action related to a situation that arises in front of them and requires immediate police action and then turn this incident over to patrol units when/if further action is necessary (i.e. report is needed).

The issues of unforeseen, emergent/emergency and or immediate need for police action allow for the supervisor to take action and once that initial action is taken to address these issues, patrol units, if not already on scene, shall be dispatched to take over the call and the supervisor shall return to their supervising capacity.

The concepts of public service, efficiency, and unit duties are satisfied by: 1) the supervisor unit taking action in the unforeseen, emergent or need for immediate police action situations, 2) the patrol unit taking over the situation and performing the job functions of a patrol unit, and 3) the supervisor returning to their primary supervisory function.

Should a concern arise as to whether any action by a supervisor is not of a de minimus nature or did not arise out of an emergent situation requiring immediate police action, the GBPPA agrees to first bring the concern to the attention of a ranking supervisor, Commander or above, as soon as possible after the concern arises. The City and the GBPPA agree to waive the contractual timelines regarding the filing of any grievance until the City and GBPPA have the opportunity to investigate and discuss the matter.

The Supervisory Unit shall perform Voice Stress Analyzer tests for internal affairs purposes, background checks, and other issues requiring a supervisory employee to perform such tests; Unit members shall perform all criminal investigation tests unless a supervisory employee is required or a qualified unit member is not available and a qualified supervisory employee is, and there is an immediate need to take the test for use in an interrogation then taking place.

39.2 COMMUNITY SERVICE OFFICERS (CSO). The duties of the CSO shall be assigned at the direction of the City. CSOs shall also perform the following duties which by this agreement may encroach on the

2633 duties regularly and customarily performed by members of the GBPPA. CSOs shall provide
2634 neighborhood based public service such as directing residents to proper resources, educating
2635 individuals and groups on various neighborhood problems and issues, quality of neighborhood and
2636 life issues, and provide other community-based service support to the residents as directed by the
2637 City.

2638
2639 In addition, CSOs shall provide support to the Department, assisting in some duties historically
2640 performed by GBPPA members. CSOs shall work with sworn personnel in various divisions within
2641 the department under the general supervision of the division supervisor. CSOs shall complete minor
2642 complaint reports similar to those taken over the phone by front desk personnel and perform
2643 follow-up work on reports generated from citizen on-line incident reports. CSOs shall assist with
2644 tasks such as answering telephone calls, assisting people who come to the station for assistance,
2645 filing paperwork, and other similar de minimis activities.

2646
2647 CSOs shall provide support to the patrol function in areas such as assisting with traffic control, (i.e.,
2648 providing traffic direction, assisting disabled motorists, traffic hazards), crossing guard duty, animal
2649 complaints, lost and found, and other similar de minimis activities.

2650
2651 As this CSO support concept progresses, any changes that may infringe on work duties of the GBPPA
2652 shall be discussed. If the GBPPA believes any duties assigned to CSOs which encroach on officers'
2653 duties do not fall within this agreement, the GBPPA and the City shall open discussions to resolve
2654 the matter. If the matter is unable to be resolved, the GBPPA retains the right to grieve the matter
2655 as defined in Article 3 of this Agreement. CSOs shall not be used to replace or supplant sworn
2656 officers at any special event overtime or other overtime opportunities that are normally and
2657 customarily worked by sworn officers of the Department. CSOs shall not be counted toward safety
2658 minimum staffing levels as described in Article 5.

2659 **IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as ratified by the Police
2660 Association on March 16, 2023 and approved by the Common Council on March 21, 2023.

2661 **FOR THE GREEN BAY PROFESSIONAL POLICE ASSOCIATION:**

2662 _____
2663 Phil Scanlan, President _____ Date

2664 _____
2665 Jonathan Cermele, Legal Counsel _____ Date

2666 **FOR THE CITY OF GREEN BAY:**

2667 _____
2668 Eric Genrich, Mayor _____ Date

2669 _____
2670 Joseph W. Faulds, Chief of Operations _____ Date

2671 _____
2672 Christopher Davis, Police Chief _____ Date

2673 **ATTEST:**

2674 _____
2675 Celestine Jeffreys, City Clerk _____ Date

2676
2677
2678

SCHEDULE A
WAGE SCHEDULE

Increases effective the first day of the payroll period in which the effective date occurs

Step	Classification		January 1, 2025 4%	January 1, 2026 3%	July 1, 2026 1%	December 31, 2026 .5%
1	New Hire	Hourly	\$33.28	\$34.28	\$34.62	\$34.79
		Bi- Weekly	\$2,514.46	\$2,589.89	\$2,615.79	\$2,628.87
2	After 1 Year	Hourly	\$34.24	\$35.26	\$35.62	\$35.80
		Bi- Weekly	\$2,587.00	\$2,664.61	\$2,691.26	\$2,704.72
3	After 2 Years	Hourly	\$37.25	\$38.37	\$38.75	\$38.95
		Bi- Weekly	\$2,814.84	\$2,899.29	\$2,928.28	\$2,942.92
4	After 3 Years Top Patrol	Hourly	\$40.94	\$42.16	\$42.59	\$42.80
		Bi- Weekly	\$3,093.07	\$3,185.86	\$3,217.72	\$3,233.81
5	After 6 Years Advanced Patrol Officer	Hourly	\$41.89	\$43.15	\$43.58	\$43.80
		Bi- Weekly	\$3,165.17	\$3,260.13	\$3,292.73	\$3,309.19
6	After 9 Years Specialist	Hourly	\$43.85	\$45.16	\$45.61	\$45.84
		Bi- Weekly	\$3,313.07	\$3,412.46	\$3,446.58	\$3,463.81
7	After 13 Years Specialist II	Hourly	\$46.94	\$48.34	\$48.83	\$49.07
		Bi- Weekly	\$3,546.42	\$3,652.81	\$3,689.34	\$3,707.79
N/A	Patrol Sergeant	Hourly	\$48.44	\$49.89	\$50.39	\$50.64
		Bi- Weekly	\$3,660.14	\$3,769.94	\$3,807.64	\$3,826.68

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- A) The City has the discretion to hire new employees above Step 1, as long as the employee has the equivalent amount of experience from another jurisdiction. However, if the potential employee has experience with a similarly sized police/public safety/law enforcement agency, the City shall hire the new employee at a level consistent with the number of completed years of service at that agency. As a result, if the employee is hired above step 1 by means of the City’s discretion, or as required herein, the new employee shall be provided with a “credit” for the number of completed years of service at his/her prior law enforcement agency. Any such employee shall then advance within the pay schedule as if he/she had achieved the required years of service for the step where hired. For example, a newly hired officer hired at step 3 would advance to step 4 in one year. Likewise, a newly hired officer hired at step

2689 4 would advance to step 5 (APO) in three years, and so on. Effective January 1, 2025, the City shall apply
2690 this provision to all existing employees hired since 2015 above step 1, as well as all existing employees
2691 hired from similarly sized departments since 2015 but were not hired above step one, and adjust such
2692 employee(s) steps accordingly; said adjustments shall be prospective only, with no “back pay” prior to
2693 January 1, 2025 being due.

2694 B) Temporary Assignment Pay. Whenever an officer is assigned to perform the duties of a higher-ranking
2695 officer for a period of one complete shift or more, s/he shall be compensated at the rate of pay of the
2696 higher ranked officer.

2697 C) Detective Pay. Detectives shall receive an \$80 per month premium, which shall become a part of their
2698 base salary while assigned to detectives.

2699

APPENDIX A

2700

INVERSED ROAD OVERTIME EXAMPLES

2701 INVERSE SITUATIONS:

- 2702 • Road overtime known outside of 2-hours of need and unable to fill.
- 2703 • Road overtime first known inside of 2 hours for next shift (aka: holdover for safety staffing).
- 2704 • Road overtime – odd times not abutting a shift.
- 2705 • Special event / non-road overtime.
- 2706 • NOTE: 14¼ hour limitation applies to all inverse situations.

2707 INVERSED ROAD OVERTIME KNOWN OUTSIDE OF 2 HOURS OF NEED:

- 2708 • Posting that was unable to be voluntarily filled.
- 2709 • Call-in that no officer voluntarily accepted.

Approx. Time Key That Abuts A Shift	Filled By
6:15a - 7:30a	No safety staffing during these hours
7:30a - 11:00a	JR night shift outgoing not on their Friday, given OT from 6:45a – all must understand increase of hours
11:00a - 2:15p	JR afternoon shift oncoming
2:15p - 7:00p	JR of day shift outgoing and evening shift oncoming
4:00p - 7:00p	JR of day shift outgoing and evening shift oncoming
7:00p - 10:15p	JR night shift oncoming
10:45p - 3:30a	JR afternoon shift outgoing
3:30a - 6:15a	JR of evening shift not on their Friday outgoing and EARLY day shift oncoming

2710 INVERSED ROAD OVERTIME FIRST KNOWN INSIDE OF 2 HOURS OF NEED FOR NEXT SHIFT (AKA:
 2711 Holdover for safety staffing). Late sick call in most common.

Time Needed	Filled By
6:45a	JR night shift outgoing not on their Friday, given OT from 6:45a
2:15p	JR day shift outgoing
4:00p	JR day shift outgoing
10:45p	JR afternoon shift outgoing
3:30a	JR evening shift outgoing not on their Friday

2712 INVERSED ROAD OVERTIME ODD SLOT THAT DOES NOT ABUT A SHIFT

2713 INVERSED NON-ROAD OVERTIME (Special Event, special duties overtime). If necessary to fill this type
 2714 of overtime, shall need to resort to contractual language of determining “junior officer on their
 2715 workday” within their workweek.

2716 1. Determining what is a workday within a workweek.

- 2717 • Day: 12:00a first day back through 11:59p last work day
- 2718 • Midday: 12:00a first day back through 11:59p last work day
- 2719 • Afternoon: 12:00a first day back through 11:59p last work day
- 2720 • Evening: 12:00a first day back through 11:59p during their last shift even though they work
 2721 beyond to 3:30a (last 3½ hours of work is on their off day)
- 2722 • Night: 12:00a the morning of first day back through 11:59p during their last shift even though

they work beyond to 6:45a (last 6¾ hours of work is on their off day)

2. What is the actual calendar date of the individual overtime slot (not the roster date you are filling)? That is the date used to determine the pool of officers to choose from.
3. The junior officer on their workday is inversed.
4. Should no officer on a workday be eligible, then it falls to junior officer on their day off in order of the following pools;
 - a. Officers on regularly scheduled days off with no time off taken on either end.
 - b. Officers on regularly scheduled days off or on off time not associated with one of the three yearly vacation picks.
 - c. Officers on time off associated with one of the three yearly vacation picks including regularly scheduled days off adjacent to that time off.

DEVIATIONS OF OFFICERS NORMAL WORK SCHEDULE AND APPLICABILITY

- PARTIAL DAY OFF TAKEN (including partial trade off): are still eligible to be inversed so long as the time to be filled is connected to the officer still being on duty. Officer working partial trade cannot be inversed.
- WORKING PARTIAL TRADE ON A DAY OFF: are still on their day off and not eligible to be inversed.
- FULL TRADE ON A DAY OFF: are considered on a workday.
- FULL SHIFT OF OVERTIME ON A DAY OFF: are considered on a workday.
- PARTIAL SHIFT OF OVERTIME ON A DAY OFF: are still on their day off and not eligible to be inversed.
- WORKING NON-ROAD OT: not eligible to be inversed and not in the “holdover” voluntary pool.

INVERSING PROTOCOL SCENARIOS 4-7-10

Time needed: 7:30a – 11:00a: Day shifter calls in at 5:00a shorting the shift. Need an officer at 7:30a. Full call in must be done as time needed is outside the 2-hour mark. No takers. Inverse junior night shift officer outgoing not on their regular Friday and works from 6:45pm.

Same time slot needed but was a posting that no one took. Go directly to junior night shift outgoing and works from 6:45a.

Time needed: 11:00a – 2:15p: Call in was done for the time slot and there were no takers. Junior afternoon shift officer oncoming gets inversed.

Time needed: 3:30a – 6:15a: Posting came down/call in done and no takers. Junior officer from evening shift outgoing not on their regular Friday, and day shift oncoming is inversed.

Same time needed, but shortage was due to a night shifter going home sick at 2:00a. This is within the 2-hour mark and junior evening shifter not on their regular Friday is inversed.

Time needed: 6:00p – 7:00p: This abuts the evening shift. Call in/posting was done and no takers. Junior evening shifter oncoming is inversed.

Time needed: 11:00a – 1:00p: Officer takes the time off sick for a Dr. appointment and it creates a shortage. A call in/posting is done and no takers. An officer is on OT on their day off until 11:00a but declines the OT but happens to be junior. Cannot inverse the officer on OT as it is still considered a day off. Neither time needed abuts a shift. You would need to determine the junior officer on their workday and inverse.

Time needed: 5:00a: Officer on night shift goes home sick and creates an immediate shortage. 5.7.2.c kicks in as it is within 3-hours of the end of the shift. Filled by a call in of the day shift. If no takers, junior officer is inversed.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 28, 2025

PREPARED BY

AGENDA ITEM # E.4

For consideration with possible action on the request to approve the 2025 labor agreement between the City of Green Bay and Green Bay Police Supervisory Personnel.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. m012425-Finance Committee(Supervisory Agreement)
2. 2025-2026 GB Police Supervisor Agreement - strikethrough
3. 2025-2026 GB Police Supervisor Agreement - Final



INTEROFFICE MEMORANDUM GREEN BAY POLICE DEPARTMENT

January 24, 2025

To: Common Council Personnel Committee

From: Chris Davis
Chief of Police

Subject: 2025-2026 Green Bay Police Department Supervisory Personnel Agreement

I am pleased to present the final draft of the 2025-2026 Green Bay Police Department Supervisory Personnel Agreement. This agreement is the product of collaborative work between the Association and the City, and I believe it meets the needs of both the City and the hard-working Lieutenants who serve in the Green Bay Police Department.

There are a few substantive changes to the agreement from the prior version:

Article 8.6: Previously, Lieutenants and Captains were in the same seniority pool for overtime assignments at Green Bay Packer games, despite the fact that Captains are not members of the Association. Existing language was clarified to state that only lieutenants are able to sign up for Packer game overtime for roles requiring Lieutenants. New language was added stating that Captains and Commanders may be offered supervisory overtime assignments at Packer games if there are not enough Lieutenants signed up to cover the needed positions. This avoids forcing a Lieutenant to work an event when there is a Captain or Commander willing to do so.

Article 8.7: Establishes the principle that an Association employee may not take paid leave and then work an overtime assignment created by their taking the leave.

Article 10: Wage table updated with new rates during the term of the agreement reflecting the increases to the top-step Sergeant wage, upon which the Lieutenant wage is based.

Article 35.7: Establishes a one-year probationary period for newly promoted Lieutenants, during which their performance is evaluated for suitability for permanent appointment. Members who do not successfully complete their probationary period are reverted to the classification they held before promotion.

Article 35.9: Clarifies that a Lieutenant who is reverted, either voluntarily or involuntarily, after the completion of the initial probationary period, is placed at the bottom of the Association's seniority roster.

This agreement is retroactive to January 1, 2025. I will be present at the January 28 Committee Meeting to answer any questions you may have. Thank you for your attention to this important matter.

AGREEMENT

Between

CITY OF GREEN BAY, WISCONSIN

And

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

~~2023-2024~~

2025-2026

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

6 ARTICLE 1
7 RECOGNITION/MANAGEMENT RIGHTS
8

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

16 1.2 MANAGEMENT RIGHTS - The Bargaining Unit recognizes the prerogative of the City,
17 subject to its duties to collectively bargain, to operate and manage its affairs in all respects
18 in accordance with its responsibilities, and the powers and authority which the City has
19 not abridged, delegated or modified by this Agreement, are retained by the City, including
20 the power of establishing policy to hire all employees, to determine qualifications and
21 conditions of continued employment, to dismiss, demote, and discipline for just cause
22 through the appropriate legal process, to determine reasonable schedules of work, to
23 establish the methods and processes by which such work is performed. The City further
24 has the right to establish reasonable work rules, to delete positions from the Table of
25 Organization due to lack of work, lack of funds, or any other legitimate reasons, to
26 determine the kinds and amounts of services to be performed as pertains to City
27 government and the number and kinds of classifications to perform such services, to
28 change existing methods or facilities, and to determine the methods, means and
29 personnel by which City operations are to be conducted. The City agrees that it may not
30 exercise the above rights, prerogatives, powers or authority in any manner which alters,
31 changes or modifies any aspect of the wages, hours or conditions of employment of the
32 Bargaining Unit, or the terms of this agreement as administered, without first collectively
33 bargaining the same or the effects thereof.
34

35 ARTICLE 2
36 PURPOSE OF AGREEMENT
37

38 2.1 It is the intent and purpose of the parties hereto that this agreement shall promote and
39 improve working conditions between the City and the Green Bay Police Department
40 Supervisory Bargaining Unit and to set forth herein rates of pay, hours of work and other
41 terms and conditions of employment to be observed by the parties hereto. In keeping
42 with the spirit and purpose of this agreement the City agrees that there shall be no
43 discrimination by the City against any employee covered by this agreement because of
44 his/her membership or activities in the Bargaining Unit, nor will the City interfere with the

right of such employees to become members of the Bargaining Unit. The City retains all rights, powers or authority that it had prior to this contract. Working conditions previously in effect shall not be reduced during the life of this agreement providing they do not conflict with this agreement. It is generally agreed and understood that members of the supervisory unit of the City of Green Bay Police Department have because of their position, capacities, extraordinary duties and responsibilities in their various departments and that at present these various responsibilities are equated in a salary differentiation between police officers with more than 3½-years experience. It is the general understanding of the parties hereto that these responsibilities of the supervisory unit of the City of Green Bay Police Department will be expressed in an equitable formula.

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

ARTICLE 3 BARGAINING UNIT ACTIVITY

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

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

ARTICLE 4 MAINTENANCE OF STANDARDS

- 4.1 The employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing

of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

ARTICLE 6 HOURS

6.1 Non-Shift Employees. The normal 1964.5 hour work schedule for non-shift employees will be 5-days on, 2-days off; 4-days on, 3-days off, with every other Friday scheduled off. Non-shift employees will receive approximately the same number of days off per year as the shift employees. This will be accomplished by allowing non-shift employees to select

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

ARTICLE 7 SHIFT ASSIGNMENTS

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

7.2 Multi-Jurisdictional Drug Enforcement Unit.

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

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

ARTICLE 8 OVERTIME

8.1 Rate: Employees will be compensated at the rate of 1½ their normal hourly salary for all hours worked outside of their regular work hours.

8.2 Overtime shall be authorized by the Chief of Police or the Chief's designee.

8.3 Except as provided below, overtime shall not be allocated or assigned where it would result in an officer working more than 14-1/4 hours, in a combination of overtime, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is an 8-hour break in on-duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. Hours related to emergency circumstances, court, Packer games or Americafest shall be an exception to the 14-1/4 hour limit. Overtime may be refused where there is a legitimate safety concern.

- 176
- 177 8.4 Overtime/Compensatory Time: Compensatory time shall be limited to an accumulation
- 178 of 100-hours derived from holiday work or overtime. In the instance of those already over
- 179 100 hours as of the date of this agreement, the maximum accumulation of compensatory
- 180 time of any nature whatsoever shall be frozen at current levels not to exceed 480 hours.
- 181
- 182 8.5 Court Cancellation Procedure: The afternoon shift commander will be notified of any
- 183 court cancellations. It then becomes the responsibility of the officer to call the shift
- 184 commander after 5 P.M. on the day prior to the scheduled court date as to whether or
- 185 not the court appearance has been canceled.
- 186
- 187 8.5.1 The shift commander will record all such calls by date and time in a log book; that
- 188 is, if an officer appears at court and the case has been canceled, he/she will receive
- 189 the pay for the court appearance only if he/she had called in after 5:00 P.M. the
- 190 prior day and was not notified of the cancellation. If the officer had not called in
- 191 the prior day, he/she will not receive the pay.
- 192
- 193 8.5.2 On those occasions when court appearances are canceled after 5:00 P.M., the shift
- 194 commander will attempt to contact the officer with the cancellation if the officer
- 195 had already called in. If the officer is contacted 12-hours before the scheduled
- 196 court appearance, the officer will not receive pay.
- 197
- 198 8.6 Overtime for Green Bay Packer Games.
- 199
- 200 8.6.1 A posting shall be placed on the bulletin board once each year during the months
- 201 of June or July and all officers interested in working Packer games are requested
- 202 to sign the posting. This posting shall contain the anticipated staffing needs for the
- 203 games.
- 204
- 205 8.6.2 ~~Captains and Lieutenants~~ who sign the above said posting shall be assigned to
- 206 work each of the Packer games in the year in question on the basis of promoted
- 207 seniority ~~(includes Captains and Lieutenants)~~.
- 208
- 209 ~~8.6.3 In the event that there are not enough patrol Lieutenants signing the posting to~~
- 210 ~~provide a full complement of field directors, Lieutenants who are scheduled to~~
- 211 ~~work the day of the game on the shifts not on duty during the game shall be~~
- 212 ~~assigned to work as field directors on the basis of inverse seniority.~~ **In the event**
- 213 **there are not enough Lieutenants signing the posting to cover the positions where**
- Lieutenants are needed, vacant positions may be offered to Captains and**
- Commanders. If there are still vacancies, they shall be filled on the basis of inverse**
- seniority.**

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

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

8.7 An employee shall not work an overtime assignment caused by their taking vacation or other paid leave.

ARTICLE 9 RETIREMENT

9.1 Employees to make the same Wisconsin Retirement System (WRS) contribution as general municipal employees effective June 30, 2013.

ARTICLE 10 SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES

10.1 All personnel shall be paid bi-weekly.

10.2 Salary increases to occur the first day of the payroll period in which the effective date occurs.

LIEUTENANT		1/1/2025	1/1/2026	7/1/2026	12/31/2026
Step 1	Hourly	\$51.10	\$52.63	\$53.16	\$53.43
	Bi-Weekly	\$3,861.45	\$3,977.29	\$4,017.06	\$4,037.15
Step 2	Hourly	\$52.32	\$53.88	\$54.42	\$54.69
	Bi-Weekly	\$3,952.95	\$4,071.54	\$4,112.25	\$4,132.81

Rates for Lieutenant pay are based upon a set increase above Patrol Sergeant wage rates as follows: ~~Step 1 is a 4% increase, Step 2 is a 5.5% increase, and Step 3 is an 8% increase.~~ Step 1 is a 5.5% increase, and Step 2 is an 8% increase.

~~Eligibility for the performance based step will be based on experience as a City of Green Bay Lieutenant and performance.~~

ARTICLE 11
SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY

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

Afternoon Shift	4 hours/Month
Night and Power Shift	5 hours/Month

11.2 Minimum Call-in Time: Employees will be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½ hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off, scheduled vacation, or off-time. This call-in time shall be compensated at the straight time rate of pay.

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

11.3 Standby Pay: Officers asked to be available for immediate call to duty shall receive \$1.50 for all hours in which they are on standby. When actually called to duty, they shall be compensated according to Article 8, Overtime of this agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority among those signing a posting.

11.4 Field Training Supervisor Pay: Field Training Supervisor pay will be paid at a flat rate of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week training cycle payable the first pay period following completion of training cycle.

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ARTICLE 12
CLOTHING ALLOWANCE

- 12.1 Each employee of the Police Department shall have an account to be known as “Clothing Allowance.” The Chief of the Police Department shall have discretion as to types of clothing to be purchased by employees of the Police Department.
- 12.2 In the case of personnel assigned to plain clothes assignments (Investigations, Administration) the maximum annual clothing allowance shall be \$613.00 effective January 1, 2013 for employees on the payroll on date of ratification.
- 12.3 In the case of personnel assigned to the Operations Division (uniform personnel) the maximum annual clothing allowance shall be \$572.00 effective January 1, 2013 for employees on the payroll on date of ratification.

ARTICLE 13
DUTY INCURRED DISABILITY PAY

- 13.1 An employee injured in the line of duty shall receive full pay when disabled, not to exceed 180-days.

ARTICLE 14
VACATIONS

- 14.1
- | In This Year of
Employment including
probationary period | Employee Will Receive
This Number of Working
Days Vacation |
|--|--|
| 1 | 8 |
| 2 | 13 |
| 6 | 16 |
| 7 | 18 |
| 9 | 19 |
| 11 | 21 |
| 13 | 24 |
| 15 | 25 |
| 17 | 26 |
| 18 | 27 |
| 19 | 28 |
| 20 | 30 |
- 14.2 All vacation picks and off time shall be based on bargaining unit seniority regardless of department seniority or time in rank.

ARTICLE 15

VACATION PAY USED FOR SICKNESS

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

ARTICLE 16
SICK LEAVE

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

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

- 16.3 In order to be granted sick leave with pay, an employee must:

16.3.1 Report promptly to the proper department officer the reason for his/her absence.

16.3.2 Keep the proper department officer informed of his/her condition.

16.3.3 Permit the City to make such medical examination or nursing visit as it deems desirable.

16.3.4 Submit a medical certificate for any absence of more than 3-consecutive working days, if requested by the City.

- 16.4 Health Insurance Payment Program. At the time of retirement, the employee's sick leave up to a maximum of 135 accumulated days shall be placed in an escrow account for purposes of payment of employee's health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee's last 5-years of employment prior to retirement, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. Payment for sick leave upon retirement will be at an amount equalized between the Fire and Police Departments. However, when an employee reaches the age of 65 and the employee's spouse is still

under the age of 65, the account can still be used by the spouse to pay health insurance until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee's escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below, of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee's date of retirement:

- 100% for employees retiring under disability retirement.
- 100% for employees retiring into the State Retirement System.

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

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

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

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

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

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

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

403 16.4.6 An employee who has retired or in case of his/her death, the spouse has the right
404 to leave the amount credited to the escrow account for "Health Insurance
405 Purposes" until the end of the calendar year he/she obtains age 63. At that time,
406 they shall have to begin using the escrow account for "Health Insurance
407 Purposes."
408

409 16.5 Catastrophic Illness: During the period 3-years prior to the employee's normal retirement
410 date (attainment of 53rd birthday), if the employee is injured or ill for more than 50-
411 consecutive calendar days but less than 6-calendar months, there will be no reduction
412 from the employee's sick leave accumulation. In order to be eligible for this benefit the
413 employee must have reached 135 accumulated sick leave days at some point in his/her
414 career, and the employee shall perform alternative duty if it is available and if the
415 employee is capable of performing same.
416

417 ARTICLE 17
418 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS
419

420 17.1 Employees will participate and pay health insurance premiums in accordance with the
421 City's Health 1265 program.
422

423 17.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
424 dental insurance benefits.
425

426 ARTICLE 18
427 LIFE INSURANCE
428

429 18.1 All Police Officers shall receive the present life insurance program at no cost to the
430 individual officer.
431

432 18.2 Employees shall have the option to purchase additional life insurance for themselves.
433 Additionally, life insurance for spouse and dependent children shall be made available as
434 an option for each dependent. Employees shall pay all premium costs for the additional
435 optional insurance through payroll deductions.
436

437 ARTICLE 19
438 JURY DUTY
439

440 19.1 An employee may be granted a leave of absence with pay if called for jury duty. Any
441 compensation derived from such duty shall be turned over to the City.
442

443 ARTICLE 20
444 FUNERAL LEAVE
445

446 20.1 Each employee shall be entitled to the following funeral leave:

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

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

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

ARTICLE 21 DEDUCTIONS

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

ARTICLE 22 HOLIDAYS

22.1 Holidays included in this agreement are:

New Year's Day	Thanksgiving Day	Labor Day
Independence Day	Memorial Day	Easter Sunday
Christmas Day	President's Day	Columbus Day

22.2 One holiday to be designated jointly between the Bargaining Unit and the Chief Administrative Officer of the Police Department.

22.3 All shift personnel shall receive 1-day's pay at straight (1x) time for each of the above stated holidays, whether or not the employee works the holiday in question, and all shift personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours of pay or compensatory time subject to the maximum accumulation provision for each such holiday provided that officers who are regularly scheduled to work who call in sick for non work related reasons shall not receive such 8-hours time. Non shift officers whose regular day off falls on any of the above holidays will receive another full day off

or will receive 8-hours compensatory time subject to the maximum accumulation provision for each holiday involved. Non shift employees who work a holiday shall receive additional 1½ pay and 4-hours pay or compensatory time subject to the maximum accumulation provision for each holiday so worked. Shift employees who are called in to work a holiday that falls on their regular scheduled day off will be paid double time (2x).

- 22.4 Holidays shall be worked by those persons on the respective shifts who would normally work on the holiday in question, and in the event there are more persons who would normally work said shift than positions to be worked on such holiday, then the persons to work on such holidays shall be selected on the basis of seniority among those qualified.

ARTICLE 23 PERSONAL LEAVE DAYS

- 23.1 Regular full-time employees shall be eligible for 4-personal leave days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The employee shall provide at least 7-days notice for a day off, except that such notice can be waived by mutual agreement of the employer and the employee. The number of personal leave days earned shall be prorated for new full-time employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City unless the employee terminates employment by eligibility and acceptance to the State Retirement System, disability, or death.

ARTICLE 24 OTHER FRINGE BENEFITS

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

ARTICLE 25 DISCIPLINE

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

- 534 25.2 Suspension, dismissal and reduction in rank of employees from the Police Department
535 shall be governed by the procedure set forth in Section 62.13 of the Wisconsin Statutes.
536
537

538 ARTICLE 26
539 LEAVE OF ABSENCE
540

- 541 26.1 The Chief of the Police Department, in consultation with the City Personnel Committee,
542 may authorize special leaves of absence with or without pay for any period or periods not
543 to exceed 3-calendar months in any 1-calendar year for the purpose of attending a
544 college, university or recognized law enforcement seminar to train in subjects related to
545 the work of department personnel or benefit to both the employees and the City.
546

- 547 26.2 The Chief of the Police Department may authorize an employee to be absent without pay
548 for personal reasons for a period or periods not to exceed 10-working days in any calendar
549 year including but not limited to the allowances under State or Federal Family and
550 Medical Leave Laws.
551

- 552 26.3 The City Personnel Committee, upon recommendation of the Police Chief, may grant
553 leaves of absence with or without pay in excess of the limitations above for the purpose
554 of attending courses of training at a recognized college or university and for other
555 purposes that are deemed beneficial to the City.
556

557 ARTICLE 27
558 MILITARY LEAVE
559

- 560 27.1 Personnel of the Police Department, who leave or have left the City service by request of
561 the Federal Government, to enter active service of the Armed Forces of the United States,
562 and return within 4-years, shall be entitled to their departmental seniority and the rate
563 of pay and position they would have been entitled to had their service with the Police not
564 been interrupted by service in the Armed Forces.
565

566 ARTICLE 28
567 EDUCATION CREDITS
568

- 569 28.1 Benefit. The City shall reimburse tuition costs and book costs, as defined below, upon
570 successful completion of approved Police Science courses. The student must attain a
571 grade of C or higher to qualify for reimbursement. Approved Police Science courses are
572 defined as any course required for the attaining of a degree in police career enhancement
573 and previously approved by the Chief of Police.
574

- 575 28.2 Reimbursement. The reimbursement for tuition shall be 100% at the UWGB rate for
576 undergraduate courses, and 75% at the UWGB rate for graduate courses. Book
577 reimbursement shall be the actual cost of the book(s) in question or a total of \$50.00

whichever is less, provided that upon reimbursement the book(s) shall be turned over to the department library. Reimbursement for tuition shall be limited to \$1,200.00 per year, per student. The City shall have the right to claim reimbursement for any tuition reimbursed under this provision within 30-months of any voluntary termination of employment, or within 12-months of any retirement.

ARTICLE 29 DRUG TESTING

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

29.2 Discussion.

29.2.1 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.

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

29.2.3 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.

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

29.3 Definitions.

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

29.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element.

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

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

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

29.4 Procedures.

29.4.1 Prohibited Activity

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

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

29.4.2 Applicant Drug Testing

- (a) Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

(b) Applicants shall be disqualified from further consideration for employment under the following circumstances:

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

29.4.3 Probationary Employee Drug Testing

(a) 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, and shall not exceed 2-tests during the probationary period.

29.4.4 Employee Drug Testing

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

- (a) All sworn officers shall be required to submit to a drug test prior to January 1, 1991. Officers receiving inpatient treatment for a dependency problem at the time of the mass testing shall not be tested.
- (b) A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- (c) A drug test will be administered as part of all promotional procedures.
- (d) Members of the following units, as a condition of their assignment to the unit, shall be subject to random drug testing no more than 2-times in a calendar year:
 1. Emergency Response Unit.
 2. Metropolitan Drug Enforcement Unit.
 3. Officers assigned drug investigations on a regular basis.

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

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

1. Discharge of a firearm at a human being or a vehicle in which human beings are contained.
2. Police vehicle auto accident in which serious injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the officer is not at fault in the accident, no drug test will be required. A directly involved officer is one who actually discharges the weapon in case #1 or is the driver of the police vehicle in case #2.

(f) Any officer, who, in the carrying on of his/her police duties, ingests, either directly or indirectly, any drug or narcotic 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.

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

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

29.4.5 Drug Testing Procedures.

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

(b) Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID that is government or employer

issued.

- (c) A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- (d) The bathroom facility of the testing area shall be private and secure.
 - 1. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- (e) Where the employee 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 employee shall be permitted not more than 8-hours to give a sample; during which he/she shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- (f) Employee shall have the right to request that their sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or his/her attorney should the original sample result in a legal dispute or the chain-of-custody be broken.
- (g) Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
- (h) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

29.4.6 Drug Testing Methodology.

- (a) The testing or processing phase shall consist of a two-step procedure:
1. Initial screening test
 2. Confirmation test
- (b) The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending.” Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
- (c) A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
- (d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- (e) Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug screening test.
- | | |
|-----------------|----------|
| Amphetamines | 500 ng/1 |
| Barbiturates | 500 ng/1 |
| Cocaine | 300 ng/1 |
| Opiates | 300 ng/1 |
| THC | 100 ng/1 |
| PCP | 25 ng/1 |
| Benzodiazepines | 200 ng/1 |
| Methadone | 25 ng/1 |
- (f) Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method.
- | | |
|----------------------|--------|
| Marijuana metabolite | 15* |
| Cocaine metabolite | 150** |
| Opiates: | |
| Morphine | 300** |
| Codeine | 300*** |

837 Phencyclidine 25

838 Amphetamines:

839 Amphetamine 500

840 Methamphetamine 500

841

842 * Delta-9 tetrahydrocannabinol-9-carboxylic acid

843 ** Benzoylcegonine

844 *** 25ng/ml if immunoassay-specific for free morphine

845

846 (g) The laboratory selected to conduct the analysis shall be experienced and

847 capable of quality control, documentation, chain-of-custody, technical

848 expertise, and demonstrated proficiency in urinalysis.

849

850 (h) Employees having negative drug test results shall receive a memorandum

851 stating that no illegal drugs were found. If the employee requests such, a

852 copy of the letter will be placed in the employee's personnel file.

853

854 (i) Any employee who breaches the confidentiality of testing information

855 shall be subject to discipline.

856

857 29.4.7 Chain of Evidence - Storage

858

859 (a) Each step in the collecting and processing of the urine specimens shall be

860 documented to establish procedural integrity and the chain-of-custody.

861

862 (b) Where a positive result is confirmed, urine specimens shall be maintained

863 in secured, refrigerated storage for one (1) year.

864

865 29.4.8 Drug Test Results

866

867 (a) All records pertaining to department-required drug tests shall remain

868 confidential, and shall not be provided to other employers or agencies

869 without the written permission of the person whose records are sought.

870

871 (b) Drug test results and records shall be retained in the employee's personnel

872 file for an indefinite period.

873

874 29.5 Actions Taken/Positive Results

875

876 29.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,

877 barbiturates, or any other major drug of abuse or illegal drug, the officer's

878 employment shall be terminated. If the test is determined to be inconclusive, then

879 the City shall not have just cause for termination.

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

29.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

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

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

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

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

29.6 Refusal to Submit

29.6.1 Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 30 WAGE HOUR LEGISLATION

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

ARTICLE 31 AMENDMENT PROVISION

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

ARTICLE 32 SAVINGS CLAUSE

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

ARTICLE 33 NO OTHER AGREEMENT

- 33.1 The employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of this agreement.
- 33.2 All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties during this agreement shall be incorporated into the body of the next successor agreement.

ARTICLE 34 CHANGES IN THE TERMS OF THIS AGREEMENT

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

ARTICLE 35 PROMOTIONS

- 35.1 Authority: The City retains the right to establish, control, and determine the promotional selection process and perform any managerial function not specifically limited by this Article. Promotions to the position of Lieutenant will be at the discretion of the Police Chief with confirmation by the Police and Fire Commission.
- 35.2 Announcements: Notice of intent to fill a vacancy or pending vacancy will be announced in roll call and posted on a department bulletin board for a period of not less than 2-months prior to the start of the promotional process. The posting will include application closing date, minimum job qualifications, testing procedures and weighting levels as determined by the Police Chief.
- 35.3 Experience: Applicants for the position of Lieutenant must have a minimum of 7-years of experience as a Green Bay Police Officer. Applicant must be a current sworn full-time police officer for the City of Green Bay for the preceding consecutive 5-years with the remaining 2-years being satisfied with any combination of the following: full-time sworn Green Bay police officer, full-time sworn police officer with another law enforcement

agency, or full-time military police officer with an honorable discharge.

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

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

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

35.7 Probationary Period. ~~All promoted employees will serve a minimum probationary period of 1-year uninterrupted by any type of service break.~~ The City and the Association recognize the need to observe and evaluate the performance of promoted members during a probationary period to determine if the member is suited for the position. The probationary period for promoted employees shall be 1-year uninterrupted by any type of service break.

35.7.1 The Chief of Police or designee may reasonably extend the probationary period by up to 6-months.

35.7.2 Members who do not successfully complete their promotional probationary period, as determined by the City, shall revert to their former classification. In the case of a Captain or Commander promoted from the rank of Lieutenant who is reverted to the rank of Lieutenant during the probationary period, the reverted Lieutenant shall retain all earned seniority at the time of promotion. This provision shall also apply to a voluntary reversion to the rank of Lieutenant during the probationary period.

35.8 Reversion to the Rank of Lieutenant Outside the Probationary Period. An employee reverted to the rank of Lieutenant from a promoted position (i.e. Captain or Commander) shall be placed at the bottom, least senior of the Lieutenant supervisory group. This shall apply whether the reversion is voluntary or pursuant to disciplinary action.

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

ARTICLE 36 TERM OF AGREEMENT

36.1 This contract shall be binding on both parties and effective from the 1st day of January, 2023 2025 to and including the 31st day of December, 2024 2026.

1010 IN WITNESS WHEREOF, the parties hereto have executed this agreement as ratified by the
1011 Police Supervisory Unit and approved by the City **Common** Council on ~~September 19, 2023~~.
1012

1013 CITY OF GREEN BAY

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

Mayor

President

Chief of Operations

Police Chief

ATTEST:

City Clerk

APPENDIX A
PHYSICAL FITNESS INCENTIVE PROGRAM

1. Effective for the 2018 calendar year and each year thereafter, employees covered under this contract will be eligible for an annual physical fitness incentive of up to \$540 annually by successful completion of a City designed physical fitness course (PFC). The initial design of the course will be the entry level officer fitness course test. Scheduling of the PFC, makeup and/or PFC retest will be determined by the Chief of Police or designee.
2. An employee who successfully completes the PFC with a passing time will receive an incentive payment of \$540.
3. If an employee does not pass the PFC on their first attempt they have the following options:
 - a. An employee completing the course but not passing may receive \$100 for completion of the course, or;
 - b. that employee may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The employee will be allowed to retake the PFC at the next available makeup date. If an employee passes the PFC on their second attempt they will receive an incentive payment of \$270 in that calendar year.
4. All payments are subject to appropriate tax deductions and will be WRS eligible.
5. An employee who is incapacitated during the PFC test may test at an alternate time established by the City. In the event an employee has a medical restriction preventing participation in a particular portion of the PFC, the City will establish an alternate testing procedure

AGREEMENT

Between

CITY OF GREEN BAY, WISCONSIN

And

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

2025-2026

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

6 ARTICLE 1
7 RECOGNITION/MANAGEMENT RIGHTS
8

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

16 1.2 MANAGEMENT RIGHTS - The Bargaining Unit recognizes the prerogative of the City,
17 subject to its duties to collectively bargain, to operate and manage its affairs in all respects
18 in accordance with its responsibilities, and the powers and authority which the City has
19 not abridged, delegated or modified by this Agreement, are retained by the City, including
20 the power of establishing policy to hire all employees, to determine qualifications and
21 conditions of continued employment, to dismiss, demote, and discipline for just cause
22 through the appropriate legal process, to determine reasonable schedules of work, to
23 establish the methods and processes by which such work is performed. The City further
24 has the right to establish reasonable work rules, to delete positions from the Table of
25 Organization due to lack of work, lack of funds, or any other legitimate reasons, to
26 determine the kinds and amounts of services to be performed as pertains to City
27 government and the number and kinds of classifications to perform such services, to
28 change existing methods or facilities, and to determine the methods, means and
29 personnel by which City operations are to be conducted. The City agrees that it may not
30 exercise the above rights, prerogatives, powers or authority in any manner which alters,
31 changes or modifies any aspect of the wages, hours or conditions of employment of the
32 Bargaining Unit, or the terms of this agreement as administered, without first collectively
33 bargaining the same or the effects thereof.
34

35 ARTICLE 2
36 PURPOSE OF AGREEMENT
37

38 2.1 It is the intent and purpose of the parties hereto that this agreement shall promote and
39 improve working conditions between the City and the Green Bay Police Department
40 Supervisory Bargaining Unit and to set forth herein rates of pay, hours of work and other
41 terms and conditions of employment to be observed by the parties hereto. In keeping
42 with the spirit and purpose of this agreement the City agrees that there shall be no
43 discrimination by the City against any employee covered by this agreement because of
44 his/her membership or activities in the Bargaining Unit, nor will the City interfere with the

right of such employees to become members of the Bargaining Unit. The City retains all rights, powers or authority that it had prior to this contract. Working conditions previously in effect shall not be reduced during the life of this agreement providing they do not conflict with this agreement. It is generally agreed and understood that members of the supervisory unit of the City of Green Bay Police Department have because of their position, capacities, extraordinary duties and responsibilities in their various departments and that at present these various responsibilities are equated in a salary differentiation between police officers with more than 3½-years experience. It is the general understanding of the parties hereto that these responsibilities of the supervisory unit of the City of Green Bay Police Department will be expressed in an equitable formula.

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

ARTICLE 3 BARGAINING UNIT ACTIVITY

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

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

ARTICLE 4 MAINTENANCE OF STANDARDS

- 4.1 The employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing

of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

ARTICLE 6 HOURS

6.1 Non-Shift Employees. The normal 1964.5 hour work schedule for non-shift employees will be 5-days on, 2-days off; 4-days on, 3-days off, with every other Friday scheduled off. Non-shift employees will receive approximately the same number of days off per year as the shift employees. This will be accomplished by allowing non-shift employees to select

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

ARTICLE 7 SHIFT ASSIGNMENTS

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

7.2 Multi-Jurisdictional Drug Enforcement Unit.

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

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

ARTICLE 8 OVERTIME

8.1 Rate: Employees will be compensated at the rate of 1½ their normal hourly salary for all hours worked outside of their regular work hours.

8.2 Overtime shall be authorized by the Chief of Police or the Chief's designee.

8.3 Except as provided below, overtime shall not be allocated or assigned where it would result in an officer working more than 14-1/4 hours, in a combination of overtime, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is an 8-hour break in on-duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. Hours related to emergency circumstances, court, Packer games or Americafest shall be an exception to the 14-1/4 hour limit. Overtime may be refused where there is a legitimate safety concern.

- 176
- 177 8.4 Overtime/Compensatory Time: Compensatory time shall be limited to an accumulation
- 178 of 100-hours derived from holiday work or overtime. In the instance of those already over
- 179 100 hours as of the date of this agreement, the maximum accumulation of compensatory
- 180 time of any nature whatsoever shall be frozen at current levels not to exceed 480 hours.
- 181
- 182 8.5 Court Cancellation Procedure: The afternoon shift commander will be notified of any
- 183 court cancellations. It then becomes the responsibility of the officer to call the shift
- 184 commander after 5 P.M. on the day prior to the scheduled court date as to whether or
- 185 not the court appearance has been canceled.
- 186
- 187 8.5.1 The shift commander will record all such calls by date and time in a log book; that
- 188 is, if an officer appears at court and the case has been canceled, he/she will receive
- 189 the pay for the court appearance only if he/she had called in after 5:00 P.M. the
- 190 prior day and was not notified of the cancellation. If the officer had not called in
- 191 the prior day, he/she will not receive the pay.
- 192
- 193 8.5.2 On those occasions when court appearances are canceled after 5:00 P.M., the shift
- 194 commander will attempt to contact the officer with the cancellation if the officer
- 195 had already called in. If the officer is contacted 12-hours before the scheduled
- 196 court appearance, the officer will not receive pay.
- 197
- 198 8.6 Overtime for Green Bay Packer Games.
- 199
- 200 8.6.1 A posting shall be placed on the bulletin board once each year during the months
- 201 of June or July and all officers interested in working Packer games are requested
- 202 to sign the posting. This posting shall contain the anticipated staffing needs for the
- 203 games.
- 204
- 205 8.6.2 Lieutenants who sign the above said posting shall be assigned to work each of the
- 206 Packer games in the year in question on the basis of promoted seniority.
- 207
- 208 8.6.3 In the event that there are not enough patrol Lieutenants signing the posting to
- 209 cover the positions where Lieutenants are needed, vacant positions may be
- 210 offered to Captains or Commanders. If there are still vacancies, they shall be filled
- 211 on the basis of inverse seniority.
- 212
- 213

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

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

8.7 An employee shall not work an overtime assignment caused by their taking vacation or other paid leave.

ARTICLE 9 RETIREMENT

9.1 Employees to make the same Wisconsin Retirement System (WRS) contribution as general municipal employees effective June 30, 2013.

ARTICLE 10 SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES

10.1 All personnel shall be paid bi-weekly.

10.2 Salary increases to occur the first day of the payroll period in which the effective date occurs.

LIEUTENANT		1/1/2025	1/1/2026	7/1/2026	12/31/2026
Step 1	Hourly	\$51.10	\$52.63	\$53.16	\$53.43
	Bi-Weekly	\$3,861.45	\$3,977.29	\$4,017.06	\$4,037.15
Step 2	Hourly	\$52.32	\$53.88	\$54.42	\$54.69
	Bi-Weekly	\$3,952.95	\$4,071.54	\$4,112.25	\$4,132.81

Rates for Lieutenant pay are based upon a set increase above Patrol Sergeant wage rates as follows: Step 1 is a 5.5% increase, and Step 2 is an 8% increase.

ARTICLE 11
SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY

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

Afternoon Shift	4 hours/Month
Night and Power Shift	5 hours/Month

11.2 Minimum Call-in Time: Employees will be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½ hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off, scheduled vacation, or off-time. This call-in time shall be compensated at the straight time rate of pay.

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

11.3 Standby Pay: Officers asked to be available for immediate call to duty shall receive \$1.50 for all hours in which they are on standby. When actually called to duty, they shall be compensated according to Article 8, Overtime of this agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority among those signing a posting.

11.4 Field Training Supervisor Pay: Field Training Supervisor pay will be paid at a flat rate of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week training cycle payable the first pay period following completion of training cycle.

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ARTICLE 12
CLOTHING ALLOWANCE

- 12.1 Each employee of the Police Department shall have an account to be known as “Clothing Allowance.” The Chief of the Police Department shall have discretion as to types of clothing to be purchased by employees of the Police Department.
- 12.2 In the case of personnel assigned to plain clothes assignments (Investigations, Administration) the maximum annual clothing allowance shall be \$613.00 effective January 1, 2013 for employees on the payroll on date of ratification.
- 12.3 In the case of personnel assigned to the Operations Division (uniform personnel) the maximum annual clothing allowance shall be \$572.00 effective January 1, 2013 for employees on the payroll on date of ratification.

ARTICLE 13
DUTY INCURRED DISABILITY PAY

- 13.1 An employee injured in the line of duty shall receive full pay when disabled, not to exceed 180-days.

ARTICLE 14
VACATIONS

- 14.1
- | In This Year of
Employment including
probationary period | Employee Will Receive
This Number of Working
Days Vacation |
|--|--|
| 1 | 8 |
| 2 | 13 |
| 6 | 16 |
| 7 | 18 |
| 9 | 19 |
| 11 | 21 |
| 13 | 24 |
| 15 | 25 |
| 17 | 26 |
| 18 | 27 |
| 19 | 28 |
| 20 | 30 |
- 14.2 All vacation picks and off time shall be based on bargaining unit seniority regardless of department seniority or time in rank.

ARTICLE 15

VACATION PAY USED FOR SICKNESS

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

ARTICLE 16
SICK LEAVE

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

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

- 16.3 In order to be granted sick leave with pay, an employee must:

16.3.1 Report promptly to the proper department officer the reason for his/her absence.

16.3.2 Keep the proper department officer informed of his/her condition.

16.3.3 Permit the City to make such medical examination or nursing visit as it deems desirable.

16.3.4 Submit a medical certificate for any absence of more than 3-consecutive working days, if requested by the City.

- 16.4 Health Insurance Payment Program. At the time of retirement, the employee's sick leave up to a maximum of 135 accumulated days shall be placed in an escrow account for purposes of payment of employee's health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee's last 5-years of employment prior to retirement, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. Payment for sick leave upon retirement will be at an amount equalized between the Fire and Police Departments. However, when an employee reaches the age of 65 and the employee's spouse is still

under the age of 65, the account can still be used by the spouse to pay health insurance until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee's escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below, of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee's date of retirement:

- 100% for employees retiring under disability retirement.
- 100% for employees retiring into the State Retirement System.

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

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

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

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

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

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

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

403 16.4.6 An employee who has retired or in case of his/her death, the spouse has the right
404 to leave the amount credited to the escrow account for "Health Insurance
405 Purposes" until the end of the calendar year he/she obtains age 63. At that time,
406 they shall have to begin using the escrow account for "Health Insurance
407 Purposes."
408

409 16.5 Catastrophic Illness: During the period 3-years prior to the employee's normal retirement
410 date (attainment of 53rd birthday), if the employee is injured or ill for more than 50-
411 consecutive calendar days but less than 6-calendar months, there will be no reduction
412 from the employee's sick leave accumulation. In order to be eligible for this benefit the
413 employee must have reached 135 accumulated sick leave days at some point in his/her
414 career, and the employee shall perform alternative duty if it is available and if the
415 employee is capable of performing same.
416

417 ARTICLE 17
418 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS
419

420 17.1 Employees will participate and pay health insurance premiums in accordance with the
421 City's Health 1265 program.
422

423 17.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
424 dental insurance benefits.
425

426 ARTICLE 18
427 LIFE INSURANCE
428

429 18.1 All Police Officers shall receive the present life insurance program at no cost to the
430 individual officer.
431

432 18.2 Employees shall have the option to purchase additional life insurance for themselves.
433 Additionally, life insurance for spouse and dependent children shall be made available as
434 an option for each dependent. Employees shall pay all premium costs for the additional
435 optional insurance through payroll deductions.
436

437 ARTICLE 19
438 JURY DUTY
439

440 19.1 An employee may be granted a leave of absence with pay if called for jury duty. Any
441 compensation derived from such duty shall be turned over to the City.
442

443 ARTICLE 20
444 FUNERAL LEAVE
445

446 20.1 Each employee shall be entitled to the following funeral leave:

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

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

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

ARTICLE 21 DEDUCTIONS

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

ARTICLE 22 HOLIDAYS

22.1 Holidays included in this agreement are:

New Year's Day	Thanksgiving Day	Labor Day
Independence Day	Memorial Day	Easter Sunday
Christmas Day	President's Day	Columbus Day
Martin Luther King Jr. Day		

22.2 All shift personnel shall receive 1-day's pay at straight (1x) time for each of the above stated holidays, whether or not the employee works the holiday in question, and all shift personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours of pay or compensatory time subject to the maximum accumulation provision for each such holiday provided that officers who are regularly scheduled to work who call in sick for non work related reasons shall not receive such 8-hours time. Non shift officers whose regular day off falls on any of the above holidays will receive another full day off

or will receive 8-hours compensatory time subject to the maximum accumulation provision for each holiday involved. Non shift employees who work a holiday shall receive additional 1½ pay and 4-hours pay or compensatory time subject to the maximum accumulation provision for each holiday so worked. Shift employees who are called in to work a holiday that falls on their regular scheduled day off will be paid double time (2x).

- 22.3 Holidays shall be worked by those persons on the respective shifts who would normally work on the holiday in question, and in the event there are more persons who would normally work said shift than positions to be worked on such holiday, then the persons to work on such holidays shall be selected on the basis of seniority among those qualified.

ARTICLE 23 PERSONAL LEAVE DAYS

- 23.1 Regular full-time employees shall be eligible for 5-personal leave days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The employee shall provide at least 7-days notice for a day off, except that such notice can be waived by mutual agreement of the employer and the employee. The number of personal leave days earned shall be prorated for new full-time employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City unless the employee terminates employment by eligibility and acceptance to the State Retirement System, disability, or death.

ARTICLE 24 OTHER FRINGE BENEFITS

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

ARTICLE 25 DISCIPLINE

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

- 534 25.2 Suspension, dismissal and reduction in rank of employees from the Police Department
535 shall be governed by the procedure set forth in Section 62.13 of the Wisconsin Statutes.
536
537

538 ARTICLE 26
539 LEAVE OF ABSENCE
540

- 541 26.1 The Chief of the Police Department, in consultation with the City Personnel Committee,
542 may authorize special leaves of absence with or without pay for any period or periods not
543 to exceed 3-calendar months in any 1-calendar year for the purpose of attending a
544 college, university or recognized law enforcement seminar to train in subjects related to
545 the work of department personnel or benefit to both the employees and the City.
546

- 547 26.2 The Chief of the Police Department may authorize an employee to be absent without pay
548 for personal reasons for a period or periods not to exceed 10-working days in any calendar
549 year including but not limited to the allowances under State or Federal Family and
550 Medical Leave Laws.
551

- 552 26.3 The City Personnel Committee, upon recommendation of the Police Chief, may grant
553 leaves of absence with or without pay in excess of the limitations above for the purpose
554 of attending courses of training at a recognized college or university and for other
555 purposes that are deemed beneficial to the City.
556

557 ARTICLE 27
558 MILITARY LEAVE
559

- 560 27.1 Personnel of the Police Department, who leave or have left the City service by request of
561 the Federal Government, to enter active service of the Armed Forces of the United States,
562 and return within 4-years, shall be entitled to their departmental seniority and the rate
563 of pay and position they would have been entitled to had their service with the Police not
564 been interrupted by service in the Armed Forces.
565

566 ARTICLE 28
567 EDUCATION CREDITS
568

- 569 28.1 Benefit. The City shall reimburse tuition costs and book costs, as defined below, upon
570 successful completion of approved Police Science courses. The student must attain a
571 grade of C or higher to qualify for reimbursement. Approved Police Science courses are
572 defined as any course required for the attaining of a degree in police career enhancement
573 and previously approved by the Chief of Police.
574

- 575 28.2 Reimbursement. The reimbursement for tuition shall be 100% at the UWGB rate for
576 undergraduate courses, and 75% at the UWGB rate for graduate courses. Book
577 reimbursement shall be the actual cost of the book(s) in question or a total of \$50.00

whichever is less, provided that upon reimbursement the book(s) shall be turned over to the department library. Reimbursement for tuition shall be limited to \$1,200.00 per year, per student. The City shall have the right to claim reimbursement for any tuition reimbursed under this provision within 30-months of any voluntary termination of employment, or within 12-months of any retirement.

ARTICLE 29 DRUG TESTING

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

29.2 Discussion.

29.2.1 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.

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

29.2.3 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.

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

29.3 Definitions.

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

29.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element.

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

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

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

29.4 Procedures.

29.4.1 Prohibited Activity

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

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

29.4.2 Applicant Drug Testing

- (a) Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

(b) Applicants shall be disqualified from further consideration for employment under the following circumstances:

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

29.4.3 Probationary Employee Drug Testing

(a) 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, and shall not exceed 2-tests during the probationary period.

29.4.4 Employee Drug Testing

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

- (a) All sworn officers shall be required to submit to a drug test prior to January 1, 1991. Officers receiving inpatient treatment for a dependency problem at the time of the mass testing shall not be tested.
- (b) A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- (c) A drug test will be administered as part of all promotional procedures.
- (d) Members of the following units, as a condition of their assignment to the unit, shall be subject to random drug testing no more than 2-times in a calendar year:
 1. Emergency Response Unit.
 2. Metropolitan Drug Enforcement Unit.
 3. Officers assigned drug investigations on a regular basis.

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

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

1. Discharge of a firearm at a human being or a vehicle in which human beings are contained.
2. Police vehicle auto accident in which serious injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the officer is not at fault in the accident, no drug test will be required. A directly involved officer is one who actually discharges the weapon in case #1 or is the driver of the police vehicle in case #2.

(f) Any officer, who, in the carrying on of his/her police duties, ingests, either directly or indirectly, any drug or narcotic 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.

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

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

29.4.5 Drug Testing Procedures.

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

(b) Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID that is government or employer

issued.

- (c) A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- (d) The bathroom facility of the testing area shall be private and secure.
 - 1. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- (e) Where the employee 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 employee shall be permitted not more than 8-hours to give a sample; during which he/she shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- (f) Employee shall have the right to request that their sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or his/her attorney should the original sample result in a legal dispute or the chain-of-custody be broken.
- (g) Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
- (h) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

29.4.6 Drug Testing Methodology.

- (a) The testing or processing phase shall consist of a two-step procedure:
1. Initial screening test
 2. Confirmation test
- (b) The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
- (c) A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
- (d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- (e) Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug screening test.
- | | |
|-----------------|----------|
| Amphetamines | 500 ng/1 |
| Barbiturates | 500 ng/1 |
| Cocaine | 300 ng/1 |
| Opiates | 300 ng/1 |
| THC | 100 ng/1 |
| PCP | 25 ng/1 |
| Benzodiazepines | 200 ng/1 |
| Methadone | 25 ng/1 |
- (f) Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method.
- | | |
|----------------------|--------|
| Marijuana metabolite | 15* |
| Cocaine metabolite | 150** |
| Opiates: | |
| Morphine | 300** |
| Codeine | 300*** |

837		Phencyclidine	25
838		Amphetamines:	
839		Amphetamine	500
840		Methamphetamine	500
841			
842	*	Delta-9 tetrahydrocannabinol-9-carboxylic acid	
843	**	Benzoylcegonine	
844	***	25ng/ml if immunoassay-specific for free morphine	
845			
846	(g)	The laboratory selected to conduct the analysis shall be experienced and	
847		capable of quality control, documentation, chain-of-custody, technical	
848		expertise, and demonstrated proficiency in urinalysis.	
849			
850	(h)	Employees having negative drug test results shall receive a memorandum	
851		stating that no illegal drugs were found. If the employee requests such, a	
852		copy of the letter will be placed in the employee's personnel file.	
853			
854	(i)	Any employee who breaches the confidentiality of testing information	
855		shall be subject to discipline.	
856			
857	29.4.7 Chain of Evidence - Storage		
858			
859	(a)	Each step in the collecting and processing of the urine specimens shall be	
860		documented to establish procedural integrity and the chain-of-custody.	
861			
862	(b)	Where a positive result is confirmed, urine specimens shall be maintained	
863		in secured, refrigerated storage for one (1) year.	
864			
865	29.4.8 Drug Test Results		
866			
867	(a)	All records pertaining to department-required drug tests shall remain	
868		confidential, and shall not be provided to other employers or agencies	
869		without the written permission of the person whose records are sought.	
870			
871	(b)	Drug test results and records shall be retained in the employee's personnel	
872		file for an indefinite period.	
873			
874	29.5 Actions Taken/Positive Results		
875			
876	29.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,		
877		barbiturates, or any other major drug of abuse or illegal drug, the officer's	
878		employment shall be terminated. If the test is determined to be inconclusive, then	
879		the City shall not have just cause for termination.	

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

29.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

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

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

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

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

29.6 Refusal to Submit

29.6.1 Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 30 WAGE HOUR LEGISLATION

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

ARTICLE 31 AMENDMENT PROVISION

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

ARTICLE 32 SAVINGS CLAUSE

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

ARTICLE 33 NO OTHER AGREEMENT

- 33.1 The employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of this agreement.
- 33.2 All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties during this agreement shall be incorporated into the body of the next successor agreement.

ARTICLE 34 CHANGES IN THE TERMS OF THIS AGREEMENT

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

ARTICLE 35 PROMOTIONS

- 35.1 Authority: The City retains the right to establish, control, and determine the promotional selection process and perform any managerial function not specifically limited by this Article. Promotions to the position of Lieutenant will be at the discretion of the Police Chief with confirmation by the Police and Fire Commission.
- 35.2 Announcements: Notice of intent to fill a vacancy or pending vacancy will be announced in roll call and posted on a department bulletin board for a period of not less than 2-months prior to the start of the promotional process. The posting will include application closing date, minimum job qualifications, testing procedures and weighting levels as determined by the Police Chief.
- 35.3 Experience: Applicants for the position of Lieutenant must have a minimum of 7-years of experience as a Green Bay Police Officer. Applicant must be a current sworn full-time police officer for the City of Green Bay for the preceding consecutive 5-years with the remaining 2-years being satisfied with any combination of the following: full-time sworn Green Bay police officer, full-time sworn police officer with another law enforcement

agency, or full-time military police officer with an honorable discharge.

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

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

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

35.7 Probationary Period. The City and the Association recognize the need to observe and evaluate the performance of promoted members during a probationary period to determine if the member is suited for the position. The probationary period for promoted employees shall be 1-year uninterrupted by any type of service break.

35.7.1 The Chief of Police or designee may reasonably extend the probationary period by up to 6-months.

35.7.2 Members who do not successfully complete their promotional probationary period, as determined by the City, shall revert to their former classification. In the case of a Captain or Commander promoted from the rank of Lieutenant who is reverted to the rank of Lieutenant during the probationary period, the reverted Lieutenant shall retain all earned seniority at the time of promotion. This provision shall also apply to a voluntary reversion to the rank of Lieutenant during the probationary period.

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

35.9 Reversion to the Rank of Lieutenant Outside the Probationary Period. An employee reverted to the rank of Lieutenant from a promoted position (i.e. Captain or Commander) shall be placed at the bottom, least senior of the Lieutenant supervisory group. This shall apply whether the reversion is voluntary or pursuant to disciplinary action.

ARTICLE 36 TERM OF AGREEMENT

36.1 This contract shall be binding on both parties and effective from the 1st day of January, 2025 to and including the 31st day of December, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as ratified by the Police Supervisory Unit and approved by the City Council on_____.

CITY OF GREEN BAY

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

Mayor

President

Chief of Operations

Police Chief

ATTEST:

City Clerk

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APPENDIX A
PHYSICAL FITNESS INCENTIVE PROGRAM

1. Effective for the 2018 calendar year and each year thereafter, employees covered under this contract will be eligible for an annual physical fitness incentive of up to \$540 annually by successful completion of a City designed physical fitness course (PFC). The initial design of the course will be the entry level officer fitness course test. Scheduling of the PFC, makeup and/or PFC retest will be determined by the Chief of Police or designee.
2. An employee who successfully completes the PFC with a passing time will receive an incentive payment of \$540.
3. If an employee does not pass the PFC on their first attempt they have the following options:
 - a. An employee completing the course but not passing may receive \$100 for completion of the course, or;
 - b. that employee may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The employee will be allowed to retake the PFC at the next available makeup date. If an employee passes the PFC on their second attempt they will receive an incentive payment of \$270 in that calendar year.
4. All payments are subject to appropriate tax deductions and will be WRS eligible.
5. An employee who is incapacitated during the PFC test may test at an alternate time established by the City. In the event an employee has a medical restriction preventing participation in a particular portion of the PFC, the City will establish an alternate testing procedure.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 28, 2025

PREPARED BY

AGENDA ITEM # E.5

For consideration with possible action on the grievance filed by the Green Bay Professional Police Association regarding overtime pay for working the Republican National Convention.

The Committee may convene in closed session pursuant to § 19.85(1)(a), Wis. Stats., for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Committee may, thereafter, reconvene in open session pursuant to § 19.85(2), Wis. Stats. to report any actions taken during closed session and to consider all other matters on the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RNC Grievance Submission to Personnel Committee (Attorney Lacey)

Green Bay Professional Police Association
Contract Violation Information Form

Date of Occurrence: 07/13 to 07/19/2024	Grievance step - check one 1 ☐ 2 ☐ 3 ☒
Officer's Name/Rank: (If association as a whole write GBPPA) Sgt Schilling / GBPPA	Division/Assignment: Operations/ MRT, Marine Unit and Motor Unit
This grievance alleges a violation of article 6 section ____ of the labor agreement and/or department policy pertaining to: <u>MRT, Marine Unit and Motor Unit Deployment to the RNC from July 13th to July 19th 2024 w respect to working OT while on PTO</u>	

Description of Grievance – state all facts including time, place of incident, persons involved, etc.

See attached grievance description, Chief's response, COO Faulds response

Relief Sought:

See attached

Signature of Employee:	Signature of Association Representative: 	Date Filed: 11-25-2024
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Employer Representative Response:

Employers representative signature	Title	Date Grievance received:	Date Answered

Matter resolved: Yes ☐ No ☐ If yes, How?

08-19-24

Grievance regarding RNC detail in Milwaukee, WI

Facts:

On Sat July 13, 2024 members of the Green Bay Police Department's Mobile Response Team (MRT), Marine Unit and Motor Unit were deployed to Milwaukee to work in their respective units during the Republican National Convention (RNC). All members were briefed at the station, then travelled to the Milwaukee area, had room accommodations in Mequon, WI, and commuted from Mequon to Milwaukee on a daily basis for 12 hour shift, in addition to travel time. The deployment continued through mid-day, July 19.

Prior to being deployed, members of these units and their respective Association representatives were notified that those who had previously scheduled paid time off (PTO) – vacation or otherwise – during the RNC event would not be allowed to participate. All members were instructed that unless they canceled their pre-approved PTO, they would not be deployed to the event. They were given the choice of either staying back and using their PTO, or participate in the deployment and have their PTO cancelled. As a result, those that chose to be deployed had their PTO cancelled by their respective supervisors.

The GBPPA was notified that the reason for that decision was that paying overtime (OT) to those working while on vacation (or other PTO) was an unbudgeted expense that would not be reimbursed by RNC funding sources.

Members were also informed that they either had to participate in the entire event or not at all.

However, the Chief did allow members who were on regular-off to attend the event, which resulted in their earning OT while on regular-off status. Many of those who were on regular-off status and were paid OT were less senior to those who were scheduled to be on PTO.

Timeliness:

Following the RNC, the Chief met with Assoc. Reps. Englebert and Skenandore to discuss the GBPPA's concerns about a new work rule requiring the cancellation of PTO. Despite those conversations, no agreeable resolution was achieved. The Chief recognized these conversations and agreed to start the 25-day timeline for filing a grievance effective July 29, 2024.

Grievance Allegation:

Article 6 of the Collective Bargaining Agreement (Agreement) outlines that, in general, all OT is offered by seniority for those qualified to work the OT. It also specifies that all qualified members shall be offered the right to work the OT, by seniority, regardless of whether they are scheduled to work or be off on the date(s) in question.

The Agreement allows members to earn OT while on paid time off, including but not limited to vacation, personal time, comp time and payback time. The Agreement's appendix identifies that vacation days and regular scheduled days off are considered the same with respect to OT inversing eligibility. In addition, the parties have a binding past practice of members being

allowed to earn OT while on PTO, as our members regularly earn OT as a duty assignment (patrol and investigative), special event OT and packer game OT while on PTO. This is common practice not only with GBPPA members but also with members of command staff up to and including the rank of Commander. As a result, Command Staff members of the units in question were aware that the many effected members had approved PTO and, as a normal practice, scheduled them for deployment to the RNC knowing they would earn OT during the event. In addition, the respective Command Staff supervisors attending the RNC as unit LT's were scheduled to attend while on PTO and earn OT, prior to the Chief's notice that such practice would no longer be allowed.

The GBPPA was made aware that, following the decision to require members to cancel their PTO in order to participate in the RNC, a few members complained that they wanted to keep their PTO on Saturday July 13, 2024 as they had initially been notified that the RNC deployment did not start until Sunday July 14, 2024. In response to those individual complaints, certain members were allowed to keep their PTO on Saturday July 13, 2024 and earn OT for that day while commuting to Milwaukee and getting checked in.

Aggravating Circumstances:

As a result of the order to cancel PTO, senior members of the GBPPA were required to work the event for straight time during their regularly scheduled workday, while junior members were allowed to earn OT while working during their regularly scheduled off days. While the Chief took the position that the RNC was a duty "assignment," as opposed to a special event, the Agreement prohibits the City from drawing a distinction between an off-days and vacation days (or other PTO) as a qualifying event for voluntary OT Eligibility, regardless of whether the event is an "assignment" or a "special event." In other words, the Chief's distinction between whether a member is on his/her off-day or whether he/she is on PTO is not, and has never been, a "qualifying" factor for OT.

Supervisors do not look at a member's off-time status (other than when sick) when assigning OT. It is simply assigned by seniority among those qualified.

While the Chief based his decision on his understanding that OT earned while being on PTO would not be reimbursed by RNC funding sources, whether the City is paid or reimbursed for the OT expense is irrelevant to earning OT and has nothing to do with whether the terms of the Agreement should be followed.

The City's decision to allow one or more members to keep a PTO day scheduled on Saturday, July 13, 2024 – and thus earn OT during the duration of that days shift regardless of the fact that they were actively involved in the RNC deployment – treats members of the Association differently without regard to any objective measurement such as seniority. Simply put, PTO status is not part of the analysis as to who is eligible to earn OT.

The Chief also took the position that members earning OT while on PTO during the RNC is a "novel concept," that would bring discredit or harm to the reputation of the GBPD. While such an analysis is irrelevant to whether the City must adhere to the terms of the Agreement, it bears

noting that other law enforcement agencies in Wisconsin, including the Brown County Sheriff's Office, have allowed their sworn officers to participate in the RNC while on PTO and earn OT.

Resolution:

The GBPPA requests that those members forced to cancel their pre-approved PTO and work the RNC during their regularly scheduled workday be made whole for the cost of lost OT. In addition, any member who elected to forego attending the event so as to use their PTO, should also be made whole for lost OT.



TITLETOWN, USA

Green Bay Police Department
307 South Adams Street
Green Bay, Wisconsin 54301-4582
www.gbpolice.org

Phone 920.448.3200
Fax 920.448.3248

September 17, 2024

Mike Englebert, Representative
Green Bay Professional Police Association
307 S. Adams Street
Green Bay, WI 54301

RE: Step 1 Response to Republican National Convention Grievance, GBPPA No. 24-001

Dear Mike:

I received this grievance on August 23, 2024. Prior to this, on July 29, I met with GBPPA Representatives Mike Englebert and Dan Skenandore to discuss the matter.

In the grievance, the Association alleges that the GBPPA members who traveled to Milwaukee, Wisconsin to assist with the police mission for the Republican National Convention from July 13 to 19, 2024, were deprived of the ability to perform the work while they were scheduled to be on vacation, and thus the ability to perform the work on overtime.

Articles Cited in the Grievance

Article 6 - Overtime

Decision

This grievance is respectfully denied. If the Association is not satisfied with this outcome, the Association may advance this grievance to Step 2 as provided in Article 3 of the CBA.

Sincerely,

Chris Davis
Chief of Police

Cc: Commander Kevin Warych
PSD Captain Ben Allen

CD/cd



The City of Green Bay is a leader in employee health and wellness with its ~~Health~~ 1265 program and a goal to engage all employees in their own health and well-being

November 11, 2024

Officer Mike Englebert
Green Bay Police Department
307 S. Adams Street
Green Bay, WI 54301

Sent via email: mike.englebert@greenbaywi.gov

RE: Step 2 – Grievance Response (RNC Grievance 24-001)

I have considered the GBPPA's grievance. For the following reasons, I am denying the grievance.

The grievance asserts that the Department violated Article 6 of the contract but provides no specific provision of the contract that has been violated. The Association's position is premised on a mischaracterization of the circumstances surrounding the bargaining unit members' decision to participate in deployment to provide mutual aid to the City of Milwaukee Police Department (MPD) during the Republican National Convention (RNC).

No officer was required to attend the RNC. No officer was required to cancel their scheduled PTO. No officer was called in to provide service during a time the officer was on PTO. Despite some officers seeking to refer to the Chief's explanation of the circumstances under which the Department was able to provide the requested aid as a "directive", no directive was issued by the Chief.

The conditions applicable to the RNC deployment were dictated by the City of Milwaukee based on the terms of the funding grant from the federal government to provide security at the RNC. Those terms included, specifically, that time and a half wage payment based on officers' scheduling PTO would not be reimbursed to the City of Green Bay. This was communicated to the GBPPA and each of the members of the pertinent specialty units. They were all given the option to either take scheduled PTO or voluntarily cancel PTO to attend the RNC. No officer was called into service and required to work during a time of scheduled PTO. This situation does not implicate any of the contract's seniority, or overtime scheduling, or inverting provisions. Those references are misplaced. There is no contract violation.

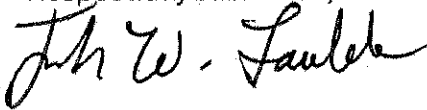
Finally, there is no contract interpretation dispute. Those officers who scheduled PTO on

Saturday, July 13, 2024 were called in on Saturday when the Department was informed by MPD that those attending the RNC would be needed beginning Saturday, instead of the initially planned Sunday. Those officers were called into service during scheduled PTO and compensated at time and a half for that day. Those officers were not treated differently than others, they were treated consistent with what the GBPPA asserts is the expected manner of handling a situation where an officer is required to work on a day that officer has scheduled PTO.

The Chief was very clear with the Association that this deployment was not the Department's obligation, and that the Department would deploy officers to the RNC only if the conditions of the grant funding were satisfied. The decision to cancel PTO in order to attend, was a voluntary decision by each officer, after communication to the Association. If the officers intended to take PTO, then the Chief would have simply notified MPD that the Green Bay PD was not able to assist.

GBPPA has not established any contract violation. The decision to participate in the RNC deployment was voluntary and the circumstances were communicated to the GBPPA and the affected officers. The Chief had no obligation to provide the requested assistance to the RNC and was well within his contractual authority to opt not to do so

Respectfully submitted,



Joseph W. Faulds
Chief of Operations

Cc: Police Chief Chris Davis (via email only)
Attorney Jon Cermele (via email only)
GBPPA Representative Phil Scanlan (via email only)

CERMELE LAW, S.C.

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CERMELELAW.COM

JONATHAN CERMELE
jon@cermelelaw.com

November 21, 2024

City of Green Bay
- Personnel Committee
100 North Jefferson Street
Green Bay, WI 54301

Re: Response to Mr. Fauld's November 11, 2024 Step II Denial Of RNC Grievance

The Association respectfully disagrees with Mr. Fauld's Step II denial of the attached grievance, and requests that this honorable committee reverse that decision and sustain the grievance.¹ The following responds to Mr. Faulds' assertions.

The Association has not mischaracterized the circumstances surrounding participation in and deployment to the RNC Convention. *Fauld's 11/11/24 Denial*, para 2. The facts, as stated in the grievance, are not in dispute.

The City wrongly asserts that "the conditions applicable to the RNC deployment were dictated by the City of Milwaukee based on the terms of a funding grant from the federal government." *Denial*, at para 4. In fact, the conditions applicable to RNC deployment are dictated by the terms the City previously agreed to placing in the Association's collective bargaining agreement. Simply put, a third party (or third party directive) cannot overcome and control the terms and conditions of the Association's contract, unless the Association specifically waives the overtime ("OT"); something the Chief had requested, but the Association denied. As a result, if some third party (or third-party directive) prevents the City from being completely reimbursed for the contractual cost associated with the deployment, that is a cost which must be borne by the City.

The City's assertion that some amorphous "funding grant from the federal government" somehow prevented payment of OT is without merit. It was made crystal clear to the City that the terms and conditions of the collective bargaining agreement would, in fact, dictate, the amount of funding paid by the federal grant. In fact, as early as July 9, 2024, the Milwaukee Police Department specifically acknowledged and advised the GBPD via e-mail that the RNC funding grant would

1. The original grievance, as well as the Chief's Denial and Mr. Faulds' denial are attached for ease of review.

adhere to written "policy, CBA (collective bargaining agreement), statute, ordinance or the like . . ." when determining the amount of funds it would pay to compensate the City for the deployment at issue.

The City's analysis of the discrepancy identified in terms of payment of OT (where some officers were paid OT on the first day of deployment when they had been scheduled to be on PTO, but the majority were not), is illogical. *Denial*, at para 5. Those officers were not "ordered" to attend the RNC, they were simply informed that the deployment would begin a day earlier than had been previously determined. Those same officers were not "ordered" to report, they were simply informed of the earlier starting time of deployment. As a result, their situation is no different than that of every other officer who had scheduled PTO during the period of time that the RNC deployment would occur. Yet they were treated differently, and provided OT, whereas the majority were not.

Mr. Faulds also wrongly asserts that the officers who were actually paid OT on the 1st day of deployment were somehow "required to work on a day the officer had scheduled PTO." *Id.* They were no more "required to work" than any other officer who had PTO scheduled at some point during the RNC deployment. It is not as if they were ordered to show up, and the others were not. They were simply already taking their PTO, whereas the majority of officers had previously scheduled their PTO at the time the RNC occurred.²

The City cannot avoid payment of OT under the "guise" that the officers' participation in the RNC deployment was voluntary. *Denial*, at para 7. The reason is simple. When it comes to paying OT, the contract is silent as to whether the deployment is voluntary or required. The City cannot reasonably "read into" the contract terms that simply do not exist (i.e., that OT is only appropriate of a deployment is "ordered.") Instead, the City would be better served to simply acknowledge the specific terms of the contract.³

Mr. Fauld's assertion that the Chief had the authority to opt out of the RNC, but chose not to, *Id.*, is irrelevant. The Chief chose to deploy officers even though he was keenly aware of two things: 1) the MPD had clarified, in writing, that the RNC funding grant would honor the OT terms of the Association's contract, and; 2) the Association was unwilling to waive its members' rights to contractual OT after PTO had been scheduled.

Mr. Fauld's logic is essentially as follows: Regardless of contractual requirements to the contrary, the City can escape its obligation to pay OT as long as the Chief advises the Association that: 1) the City has some other arrangement with a third party, and; 2) he is not "ordering" the officers who would otherwise be entitled to OT to participate in the deployment. The problem is that the contract does not require an officer to be "ordered" to be deployed. He/she simply needs to work a deployment during the same time the officer had already been scheduled to take PTO. Again, it is the terms of the contract that controls, not some arrangement that may exist with some third party.

For the above stated reasons, the Association respectfully requests that this Committee sustain the grievance as filed.

2. It is important to note that those officers had scheduled their PTO long before the RNC was actually scheduled. As a result, this case presents a situation where the RNC deployment interfered with their previously scheduled time off. This is not a situation where officers had scheduled PTO knowing that it would conflict with the RNC.

3. The City's refusal to pay OT (and simply submit that costs for payment from the federal RNC grant) is strange, to say the least, as the GBPD *knew* the RNC grant would honor any OT requirements contained in the parties' collective bargaining agreement. *Supra*, at 1.

Sincerely,

CERMELE LAW, S.C.

Jonathan Cermele

Enclosures

pc: Phil Scanlan (with Encs).



**RENNING
LEWIS & LACY**

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OSHKOSH OFFICE: 43 West 6th Avenue, Oshkosh, Wisconsin 54902 • Main: 920-718-7912

Before the City of Green Bay, Personnel Committee

Date: January 22, 2025

From: City of Green Bay and Green Bay Police Department by their legal counsel, Attorney
Geoffrey Lacy.

RE: City's Position on GBPPA Grievance – RNC Grievance

The City of Green Bay Police Department (“GBPD”) submits the following in opposition to the Green Bay Professional Police Association’s (“GBPPA”) grievance in which it demands overtime payments to officers who chose to cancel their scheduled PTO in order to participate in deployment to assist the City of Milwaukee Police Department (MPD) in during the Republican National Convention. This is referred to therefore as the “RNC Grievance”.

Facts

The GBPD was contacted by the MPD with a request for assistance in staffing the necessary police presence for the RNC.

The Chief gauged interest among the requested teams – specifically, the Mobile Response Unit, the Marine Unit, and the Motor Unit. Members of those teams expressed a desire to support MPD.

The deployment to the RNC was initially scheduled to occur from July 14, 2024 through July 18, 2024. It was communicated to the teams that the GBPD would agree to participate only if sufficient numbers from the teams were willing to participate.

Once interest was confirmed, the Chief notified MPD that GBPD would assist. At this time, a large majority of the members of the specific teams scheduled PTO during the already agreed to period of deployment in an effort to force the GBPD to provide additional compensation beyond the overtime already part of the RNC deployment (each shift being for 12 hours and the GBPPA members receive overtime above 8.5 hours in any given work shift).

The Chief was unable to obtain confirmation from the City of Milwaukee that overtime premium pay based on now scheduled PTO would be reimbursed. Accordingly, the Chief, unwilling to divert

financial resources allocated for providing police protection to the City of Green Bay, advised the GBPPA that the officers had the option to either keep their scheduled PTO and take the time off, or cancel their scheduled PTO so that the GBPD teams could participate in the RNC deployment.

It was made clear to the union leadership that it was up to the officers. The Chief was not obligated to provide assistance to MPD. The Chief left it up to the members to determine if they wished to provide that aid or not. But, it was made clear that GBPD was not going to incur direct expense to do so.

Members of the teams individually opted to cancel their PTO, accordingly, the deployment to the RNC moved forward.

Shortly prior to the scheduled deployment, and after GBPD had informed MPD it would provide assistance, the Chief was notified that the deployment was to begin on Saturday, July 13, 2024 instead of Sunday as initially expected.

It was made clear to all members from the initial discussions that those who chose to participate were committed to participating for the entire deployment. Therefore, those who had scheduled PTO that previously did not conflict with the deployment (i.e. for Saturday, July 13, 2024), but were now forced to report earlier were treated consistent with any circumstance in which an officer who is scheduled for PTO is required to report and therefore unable to take the planned time off.

Except for the officers who scheduled PTO on Saturday, July 13, 2024, no other officers were required to or in fact did report to any GBPD assignment while otherwise scheduled for PTO.

Grievance

The GBPPA grievance erroneously asserts that officers who voluntarily, whether complaining about it or not, cancelled their PTO to participate in the RNC are entitled to additional compensation. GBPPA attempts to re-frame the facts by asserting that these members “had their PTO cancelled”. That is simply not what happened.

GBPD submits the following are appropriate findings:

- The Chief had every right to decide to deploy the requested assistance to Milwaukee or to opt not to do so. Neither the GBPPA nor any of the team member officers have or had any entitlement to that deployment.
- The Chief communicated to the GBPPA leadership that the basis for considering the deployment was, in part, that the GBPD would be reimbursed for the expense of the deployment. The Chief had every right to include this as a basis for his consideration and obligation to protect GBPD funds to allocate towards policing the City of Green Bay.

- When the Chief became aware that officers had scheduled PTO during the RNC (and expected additional compensation based on the GBPPA contract), the Chief notified GBPPA leadership that the GBPD would not participate in the RNC deployment because the Chief had not been able to obtain confirmation that such additional compensation would be reimbursed by MPD.
- GBPPA was involved at every step of the process.
- The Chief, responsible for providing police services to the City of Green Bay, opted not to risk the expenditure of significant financial resources to the policing of another city.
- The Chief explained that officers could (a) keep their scheduled PTO and not participate in the RNC deployment or (b) cancel their PTO and participate in the deployment. No officer had their PTO cancelled, rather, they chose to cancel it.
- It was clear that the GBPD's participation required a critical mass of team members willing to participate to make it worthwhile and to their credit the overwhelming majority chose to participate.
- All but one officer cancelled their PTO in Telestaff prior to the RNC deployment.
- One officer, who, for personal reasons chose to turn down the assignment to the RNC and retain his scheduled PTO days, was allowed to do so and suffered no consequences for not participating.
- A few of the participating officers had scheduled PTO the Saturday prior to the initial deployment.
- When MPD informed Chief Davis that the GBPD teams were required to report beginning on Saturday instead of Sunday, those officers that had already committed to participating and now were required to report early and on a day of still scheduled PTO, were situated differently than those officers who cancelled their PTO in order to continue the RNC deployment and therefore did not work during a period of scheduled PTO.
- All other officers had previously cancelled their PTO and therefore on the dates they worked the RNC were not working on a day on which they had scheduled PTO and therefore did not receive overtime compensation for all hours worked (they still did for hours worked in excess of 8.5 in a day).

- Those officers who had scheduled PTO on Saturday, July 13, 2024 and were required to report to Milwaukee on that day, were working on a day that they had scheduled PTO and therefore were provided additional compensation accordingly.
- No provision of the collective bargaining agreement between the City of Green Bay and the GBPPA has been violated and the GBPPA has not identified any such provision of the contract it asserts has been violated.

Contract Interpretation

The GBPPA has the obligation to establish a violation, or at a minimum identify the provision of the contract that it believes has been violated. They have not even provided a contractual basis for the alleged violation. The grievance states only “Article 6 section _____” has been violated. No specific violation is identified. Article 6 contains absolutely no contract language that directly applies to this situation and the Association, despite continuously being asked to do so, still has not identified a section of the CBA that it believes GBPD violated.

According to the GBPPA, “it is the terms of the contract that control”, but yet this grievance has progressed to the personnel committee level with the Association having yet to identify what provision of the contract dictates the result they are seeking. They further suggest that the Chief’s decision that he needed to be certain that the overtime due to PTO would be reimbursed is “strange” given that the GBPPA believes the Chief knew that contractual OT would be reimbursed. But, again, now three steps into a grievance, the GBPPA has still not identified what contractual provision they are even relying on. If it were so clear, then it is reasonable to expect that a specific provision of the contract would be identified.

The GBPPA’s submission to the committee makes a number of unusual assertions. First, it focuses heavily on a distinction between a voluntarily deployment and an ordered deployment, and then asserts it is an irrelevant or non-existing distinction. The GBPPA argues a point not in debate. The important distinction is whether an officer worked on a day that, at the time the work was done, the officer had scheduled PTO. Those officers who worked July 14, 2024 through July 18, 2024 at the RNC did not have scheduled PTO at the time they work. They had previously scheduled and voluntarily cancelled it. Those officers who worked on July 13, 2024 and at the time they did so had scheduled PTO for that day, were working on a day that they had scheduled PTO. The two circumstances are distinct.

Second, the GBPPA declares the GBPD response to its grievance “illogical” and that the GBPD cannot “read into”¹ the contract terms additional language. Yet, again, the GBPPA has never identified what language is even supposed to be read at all, let alone modified by reading into it.

¹ Quotations are in the GBPPA submission. It is not clear what is being quoted here or if the quotes are to create some level of emphasis. Suffice it to say the terms and phrases are GBPPA usage and of no actual meaning or significance.

Simply put, there is no contract language on point, and in the absence of such language, the members have no claim to entitlement.

The GBPPA participated in the discussions regarding the RNC deployment and were well aware of the arrangement. To recap, the Chief was asked to send three (3) teams to assist MPD with the RNC. The GBPPA and the relevant members were informed that the teams would be sent only if a sufficient number of members were willing to go. The GBPPA and the participating members were informed that officers had to commit to the entire deployment. The GBPPA and the individual members were informed that if GBPD were going to accept the invitation, members who scheduled or had scheduled PTO during the period of deployment would have to choose to cancel their PTO. If the members did not want to do so, they were not required to and could take their PTO as planned. Members voluntarily opted to cancel their PTO in order to be available to support MPD. Those who did not cancel their PTO were permitted to take their scheduled time off and were not penalized as a result.

Absolutely no contract violation occurred and in fact the GBPPA has failed to even articulate a violation of any aspect of the contract.

The grievance must be denied.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 28, 2025

PREPARED BY

AGENDA ITEM # F.I

Report of Routine Personnel Actions

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Personnel Action Report I.28.25

REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
January 28, 2025

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Engineering Aide II	DPW	Jonathan Humphrey	1/21/2025
Transit Operator	Transit	Kory Heller	1/27/2025
Civil Engineer I	DPW	Ciara Urbanek	2/3/2025
<u>Transfer</u>			
Parking Maintenance Tech	DPW	Alex Hilke	1/13/2025
Laborer - Sanitation	DPW	Jackson Kispert	1/27/2025
<u>Promotion</u>			
Administrative Clerk	DPW	Sheila Petitjean	1/27/2025
Custodian	PRF	Abigail Rybacki	1/27/2025
<u>Grade/Step Change</u>			
Deputy Parks Director	PRF	James Andersen	1/1/2025
Civil Engineer I	DPW	Myla Ting Thompson-Eagan	1/1/2025
Electrician Foreperson	DPW	Jerry Bruley	1/1/2025
Facilities Manager	DPW	Trista Hobbs	1/1/2025
Park Supervisor	PRF	Gregory Barta	1/12/2025
Senior Programmer Analyst	PD	Daniel Olm	1/1/2025
Parking Maintenance Tech	DPW	Tami Sladky	1/18/2025
Operations Supervisor	Transit	Patrick Schmidt	1/22/2025
Parking Maintenance Tech	DPW	Celeste Hoffmann	1/18/2025
Custodian	Transit	Emmett Parks	1/27/2025
Operator II	DPW	Adam Grimm	1/28/2025
Operator I	DPW	Michael Derbique	1/28/2025
Operator I	DPW	Ryan Lewis	1/28/2025
Operator II	DPW	Scott Walczyk	1/28/2025
Sewer Maintenance Worker	DPW	Jared Seitz	1/1/2025
Sewer Maintenance Worker	DPW	James Terrien	1/1/2025
Truck Driver - Sanitation	DPW	Timothy Cropsey	1/28/2025
Custodian	PRF	Cheyenne Stevens	1/17/2025
Civil Engineer II	DPW	Thomas Schuurmans	1/1/2025
Assistant City Engineer	DPW	Chaming Yang	1/29/2025
<u>End of Employment</u>			
Grant Administrator - Internal Auditor	Admn Svs	Susan House	1/31/2025
Seasonal Engineering Aide	DPW	Aiden Van Schyndel	1/25/2025
Truck Driver - Sanitation	DPW	Bart Kreuser	1/2/2025