

6.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2010-0277 Resolution Introduced

Resolution approving the Summary of Negotiated Settlement between the City of West Allis and the West Allis Professional Police Association for the three-year period of 2011-2013.

Introduced: 12/21/2010

Controlling Body: Administration & Finance Committee

Sponsor(s): Administration & Finance Committee

COMMITTEE RECOMMENDATION adopt 4-1

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
DEC 21 2010			Barczak				
			Czaplewski				
			Kopplin	✓			
		X	Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
			Vitale		X		
		Weigel					
		TOTAL		4	1		

SIGNATURE OF COMMITTEE MEMBER

[Signature]
Chair Vice-Chair Member

COMMON COUNCIL ACTION Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
12-21-10	✓		Barczak	✓			
			Czaplewski		✓		
			Kopplin	✓			
			Lajsic	✓			
		✓	Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale			✓	
		Weigel	✓				
		TOTAL		8	2		



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0277

Final Action:

Sponsor(s): Administration & Finance Committee

DEC 21 2010

Resolution approving the Summary of Negotiated Settlement between the City of West Allis and the West Allis Professional Police Association for the three-year period of 2011-2013.

WHEREAS, the current labor contract with the West Allis Professional Police Association (WAPPA) ends on December 31, 2010; and,

WHEREAS, the City and WAPPA have entered into negotiations for a new contract; and,

WHEREAS, the City and WAPPA have reached a settlement for the three year period of January 1, 2011 through December 31, 2013; and,

WHEREAS, the Administration & Finance Committee has reviewed the Agreement and is recommending approval; and,

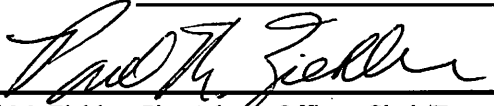
WHEREAS, the membership of the WAPPA has voted and ratified the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached Summary of Negotiated Settlement between the City and the West Allis Professional Police Association (WAPPA) for the period January 1, 2011 to and including December 31, 2013 be and is hereby approved.

BE IT FURTHER RESOLVED that the proper City officers and representatives be and are hereby authorized and directed to execute the aforesaid Summary of Negotiated Settlement on behalf of the City in the form of a new three year Labor Agreement.

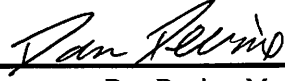
ADM\ORDRES\AMR.Police SNS 1113

ADOPTED DEC 21 2010



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 12/25/10



Dan Devine, Mayor

SUMMARY OF NEGOTIATED SETTLEMENT

EMPLOYER: CITY OF WEST ALLIS

BARGAINING UNIT: WEST ALLIS PROFESSIONAL POLICE ASSOCIATION

The undersigned, being duly authorized representatives and/or agents for the indicated parties hereto, agree that the following Summary represents the terms of the negotiated settlement for wages, hours and other conditions of employment for the above-captioned bargaining unit.

1) **CONTRACT TERM:** January 1, 2011 through December 31, 2013

2) **WAGES:**

A) Year 2011: 0%

B) Year 2012: Effective April 1, 2012, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 1% and effective October 1, 2012, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 1%.

C) Year 2013: Effective April 1, 2013, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 2%.

3) **Article 6 – Hours of Work, Time Trades, amend language as follows:**

“SECTION 8. ~~Effective in 2006, employees will be permitted three (3) unrestricted time trades; after reaching three (3), an employee may petition the Police Chief for the option of taking more (current trading practices within certain classifications apply).~~ Effective in 2009, employees will be permitted six (6) unrestricted time trades; after reaching six (6), an employee may petition the Police Chief for the option of taking more (current trading practices within certain classifications apply). Effective January 1, 2012, employees will be permitted unlimited time trades (current trading practices within certain classifications apply).”

4) **Article 3 – Association Rights and Privileges, add new section as follows:**

“SECTION 7. The Association will be provided copies of proposed or amended written rules and policies not less than ten (10) days prior to implementation.”

5) **Amend Article 18, Miscellaneous Provisions, by inserting a new Section 8 on Temporary Light Duty and renumbering current Section 8 to Section 9 as follows:**

“SECTION 8: Employees who suffer an illness/injury but who are able to perform temporary light duties shall be required to do so rather than take sick/injury leave. Whether or not an employee is able to perform temporary light duties shall be determined by the employee's doctor, the City's doctor, or both, or in the case of disagreement, a doctor mutually agreed upon by the City and the Association. Temporary light duty shall consist of employees working up to eight (8) hours per day, but in a limited capacity. Employees shall be given a minimum of ten (10)-calendar days notice if their normal work shift or work hours are to be altered. Once that schedule is set, any changes can only be made by mutual agreement between the City and the member as long as the temporary light duty continues. If there is a conflict between the altered hours or workweek and a previously scheduled vacation, comp time or time trade day, the employee will be allowed to take the time off. Temporary light duty shall require the employee to perform those duties approved by his/her doctor, the City's doctor, both doctors, or in the case of disagreement, a doctor mutually agreed upon by the City and the Association.”

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

6) Amend contract language to reflect following Memorandum of Understandings:

A) Per 2004 Memorandum of Understanding pertaining to detectives' clothing allowance:

Amend Article 12 – Clothing, SECTION 2, line 18, as follows: "...replacement fund; effective May 7, 2004, Detectives shall receive an additional Two Hundred Dollars (\$200.00) per year. The uniform..."

B) Per 2010 Memorandum of Understanding pertaining to new specialty position of Accreditation Compliance Officer:

Article 6 – Hours of Work, Section 1, add "Accreditation Compliance Officer" to listing of "Specialty positions recognized under this agreement..."

Amend Appendix A, Parts 1 through 4, as follows: " *** The duty assignments of Specialist II (Traffic Investigator, Court Liaison Sergeant, Desk Sergeant, High School Liaison Officer, Middle School Liaison Officer, Accreditation Compliance Officer) shall be compensated at the Detective's rate of pay."

C) Per 2010 Memorandum of Understanding pertaining to new specialty position of Drug Detection Canine Officer:

a. Article 5 – Compensation, Section 5, update as follows:

"SECTION 5. Canine Handler/Drug Detection Canine Officer – Canine Handlers/Drug Detection Canine Officers shall receive Specialty I compensation as the offset for the daily care and maintenance of the police canine. Canine Handlers/Drug Detection Canine Officers shall be responsible for the performance and effectiveness of their canine. Handlers/Officers shall be required to provide and document twenty (20) hours per month of on-duty training at regular intervals and ten (10) hours of off-duty training per month of their police canine. All on-duty training of the police canine will be scheduled by the Handler's/Officer's respective shift commander. The ten (10) hours of off-duty training per month shall be compensated at time and one-half (1-1/2) for each overtime hour worked."

b. Article 6 – Hours of Work, Section 1, add "Drug Detection Canine Officer" to listing of "Specialty positions recognized under this agreement are..."

c. Amend Appendix A, Parts 1 through 4, as follows: " ** The duty assignments of Specialist I (S.I.U. Patrol Officer, Warrant Officer, Neighborhood Watch/T.H.I.N.K. Officer, Canine Officer Handler, School Resource Officer, Drug Detection Canine Officer) shall be compensated at the Corporal's rate of pay."

7) Amend Article 5, Compensation, Section 3. Pay Days, lines 18-19, as follows:

"Departmental pay days for all employees shall be on ~~every other~~ Friday of the bi-weekly pay period or at the end of the normal working day on Thursday if Friday is a holiday or Wednesday if Thursday and Friday are holidays. All employees shall be..."

8) Amend Article 7 Overtime, Section 8, paragraph A, line 13, as follows: "...shall be paid at the straight-time rate for all time spent in voluntary schools, whether attending on or off duty."

9) Amend Article 14 – Hospital/Surgical Care, Dental and Life Insurance, to reflect the following:

A) Amend Section 1, A, by adding new subsection 6 as follows:

6. Effective March 1, 2012, Podiatry service benefit levels to be covered like any other medical service benefit levels.

B) Amend Section 1, A, 1 (a) by inserting a new subsection (b) and re-lettering current subsection (b) as (c) as follows:

1. (a) In accordance with the policy set forth by the City in Section 2.76 (12) of the Revised Municipal Code, the City shall provide and pay the premium for hospitalization and surgical care insurance including major medical coverage for employees and their families excluding the following contributions by active employees, effective March 1, 2007 and retirees retiring on or after March 1, 2007 for all plans.

- (i) Five Percent (5%) not to exceed \$60.00/month for a single plan.
- (ii) Five Percent (5%) not to exceed \$90.00/month for a couple plan.
- (iii) Five Percent (5%) not to exceed \$120.00/month for a family plan.

~~(b) In accordance with the policy set forth by the City in Section 2.76 (12) of the Revised Municipal Code, the City shall provide and pay the premium for hospitalization and surgical care insurance including major medical coverage for employees and their families excluding the following contributions by active employees, effective March 1, 2013 and retirees retiring on or after March 1, 2013 for all plans.~~

~~(i) Employees and retirees who participate in a City sponsored Health Risk Assessment (HRA)*:~~

- ~~a. Five Percent (5%) not to exceed \$60.00/month for a single plan.~~
- ~~b. Five Percent (5%) not to exceed \$90.00/month for a couple plan.~~
- ~~c. Five Percent (5%) not to exceed \$120.00/month for a family plan.~~

~~(ii) Employees and retirees who do not participate in a City sponsored Health Risk Assessment (HRA)*:~~

- ~~a. Seven and One-half Percent (7.5%) not to exceed \$75.00/month for a single plan.~~
- ~~b. Seven and One-half Percent (7.5%) not to exceed \$112.00/month for a couple plan.~~
- ~~c. Seven and One-half Percent (7.5%) not to exceed \$180.00/month for a family plan.~~

*If a Health Risk Assessment (HRA) is not offered in any given plan year, employees and retirees will be subject to the rate listed in 1 (b) (i). Eligible dependents (spouse/children) may participate in City sponsored HRA's.

~~(b)~~(c) The insurance coverage provided shall not be less than the level on the effective date of this Agreement for the term of this Agreement.

C) Amend Section 1, A, 1 by inserting new subsection (d) as follows:

(d) Benefit levels for retirees retiring on or after March 1, 2013, will adjust automatically with active employee benefit levels. (Benefit levels are defined as any medical services [procedures, surgeries, exams, consultations, advice, diagnosis, referrals, treatment, tests, supplies, drugs, devices or technologies] administered by a qualified practitioner/treatment facility.)

D) Amend Section 1, A, 2 as follows:

"2. Prescription Co-Payment:

- ~~(a) Effective March 1, 2007, employees shall pay \$10/\$20/\$30 for retail (34 day supply) prescriptions and \$20/\$40/\$60 for mail order (90 day supply) prescriptions.~~
~~(b) (a) Effective March 1, 2009, employees shall pay \$10/\$20/\$30 for retail (34 day supply) prescriptions and \$25/\$50/\$75 for mail order (90 day supply) prescriptions.~~
(b) Effective March 1, 2013, employees shall pay \$15/\$25/\$35 for retail (34 day supply) prescriptions and \$37.5/\$62.50/\$87.50 for mail order (90 day supply) prescriptions. A fourth (4th) tier for specialty medications will be subject to \$100 per script per month co-payment with a cap of \$1,500 per plan year for all specialty medications per member.

E) Amend Section 1, A, 4 as follows:

4. ~~(a) Effective March 1, 2007, the \$75.00 emergency room co-pay may be waived if admitted, transported by emergency vehicle or doctor directed [doctor directed = member must receive a written confirmation from the provider's office that they were directed to go to the emergency room; this written communication must be submitted directly to the insurance carrier along with the billing for \$75.00 from the provider].~~
~~(b) (a) Effective March 1, 2009, the \$75.00 emergency room co-pay will only be waived if admitted or transported by emergency vehicle.~~
(b) Effective March 1, 2013, the emergency room co-pay will be \$100 per incident; the co-payment may be waived if the member is admitted or transported by emergency vehicle.

F) Close enrollment in the "Indemnity" (Standard) Health Plan effective 03-01-11 by amending Section 1, B, 2 as follows:

- "2. Until February 28, 2011, if an employee ~~elects to~~ is enrolled in the indemnity health insurance program, the monthly contribution of the City toward the prescribed premium will be limited to the amount of the highest premium paid for any alternative health care delivery system offered by the City. The employee will be required to pay the remaining unpaid balance of the indemnity health insurance premium. Should the monthly contribution be equal to or less than the premium share specified in Section 1(A) above, the employee ~~would~~ will be required to pay the applicable premium share., ~~effective January 1, 1996~~. Effective March 1, 2011, the indemnity health insurance program will no longer be offered as a health insurance program option.

- 10) Housekeeping Item: update format of contract (by mutual agreement) for consistency purposes including but not limited to: capitalization, header format, hyphens, underscoring, numbering, etc.

RATIFICATION:

**FOR THE COMMON COUNCIL FOR THE
CITY OF WEST ALLIS:**

**FOR THE WEST ALLIS PROFESSIONAL
POLICE ASSOCIATION:**

_____, Date _____
Kurt E. Kopplin, Chairperson
Administration and Finance Committee

_____, Date _____
James Schumitsch, President

_____, Date _____
James Sengstock, President
West Allis Common Council

_____, Date _____
Chris Botsch,
Vice President

_____, Date _____
Dan Devine, Mayor

_____, Date _____
Mark Sura,
Bargaining Chairman

**FOR THE BOARD OF POLICE AND FIRE
COMMISSIONERS OF THE CITY OF WEST ALLIS:**

_____, Date _____
Joseph Kempen, President

_____, Date _____
Kathleen Dagenhardt, Secretary

H4

Please send an executed copy to
the Clerk's Office with this note
attached.

RECEIVED
DEC 28 2010

Thank you.

CITY OF WEST ALLIS
HUMAN RESOURCES/CIVIL SERVICE

Res. No. R-2010-0277

Date Adopted 12/21/10



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0277

Final Action:

Sponsor(s): Administration & Finance Committee

DEC 21 2010

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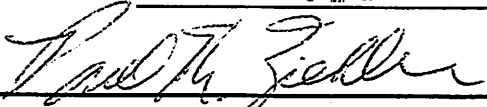
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ADMORDRES\AMR.Police SNS 1113

ADOPTED

DEC 21 2010



Paul M. Ziehler, City Admn. Officer, Clerk/Treas.

APPROVED

12/25/10



Dan Devine, Mayor

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BARGAINING UNIT: WEST ALLIS PROFESSIONAL POLICE ASSOCIATION

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7) **Amend Article 5, Compensation, Section 3. Pay Days, lines 18-19, as follows:**

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(i) Employees and retirees who participate in a City sponsored Health Risk Assessment (HRA)*:

- a. Five Percent (5%) not to exceed \$60.00/month for a single plan.
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(ii) Employees and retirees who do not participate in a City sponsored Health Risk Assessment (HRA)*:

- a. Seven and One-half Percent (7.5%) not to exceed \$75.00/month for a single plan.
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(b)(c) The insurance coverage provided shall not be less than the level on the effective date of this Agreement for the term of this Agreement.

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D) Amend Section 1, A, 2 as follows:

"2. Prescription Co-Payment:

- ~~(a) Effective March 1, 2007, employees shall pay \$10/\$20/\$30 for retail (34 day supply) prescriptions and \$20/\$40/\$60 for mail order (90 day supply) prescriptions.~~
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E) Amend Section 1, A, 4 as follows:

4. ~~(a) Effective March 1, 2007, the \$75.00 emergency room co-pay may be waived if admitted, transported by emergency vehicle or doctor directed [doctor directed = member must receive a written confirmation from the provider's office that they were directed to go to the emergency room; this written communication must be submitted directly to the insurance carrier along with the billing for \$75.00 from the provider].~~
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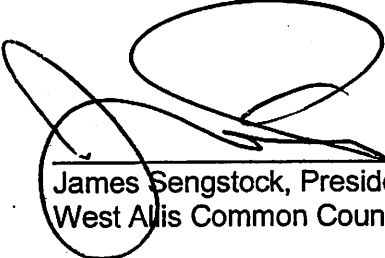
- "2. ~~Until February 28, 2011, if an employee elects to is enrolled in the indemnity health insurance program, the monthly contribution of the City toward the prescribed premium will be limited to the amount of the highest premium paid for any alternative health care delivery system offered by the City. The employee will be required to pay the remaining unpaid balance of the indemnity health insurance premium. Should the monthly contribution be equal to or less than the premium share specified in Section 1(A) above, the employee would will be required to pay the applicable premium share., effective January 1, 1996. Effective March 1, 2011, the indemnity health insurance program will no longer be offered as a health insurance program option.~~

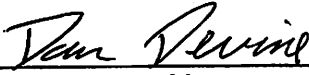
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RATIFICATION:

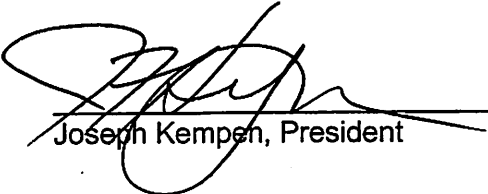
FOR THE COMMON COUNCIL FOR THE
CITY OF WEST ALLIS:


_____, Date 1-4-11
Kurt E. Kopplin, Chairperson
Administration and Finance Committee


_____, Date 1-4-11
James Sengstock, President
West Allis Common Council

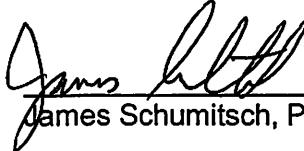

_____, Date 1/3/11
Dan Devine, Mayor

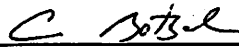
FOR THE BOARD OF POLICE AND FIRE
COMMISSIONERS OF THE CITY OF WEST ALLIS:

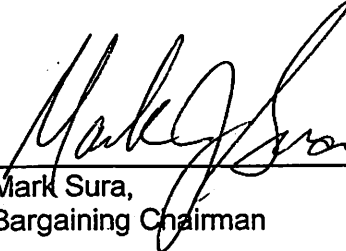

_____, Date 12/30/10
Joseph Kempen, President


_____, Date 12/30/10
Kathleen Dagenhardt, Secretary

FOR THE WEST ALLIS PROFESSIONAL
POLICE ASSOCIATION:


_____, Date 01/20/11
James Schumitsch, President


_____, Date 1-18-11
Chris Botsch,
Vice President


_____, Date 1-20-11
Mark Sura,
Bargaining Chairman