



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0260

Final Action:

NOV 19 2013

Sponsor(s): Administration & Finance Committee

Resolution approving the Summary of Negotiated Settlement between the City of West Allis and the West Allis Professional Police Association (WAPPA) for 2014-2015.

WHEREAS, the current labor agreement with the West Allis Professional Police Association (WAPPA) ended on December 31, 2013; and,

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

WHEREAS, the City and WAPPA have reached a settlement for the two year period of January 1, 2014 through December 31, 2015; and,

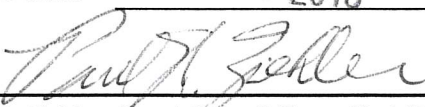
WHEREAS, the Administration & Finance Committee has reviewed the Agreement and is recommending approval; and,

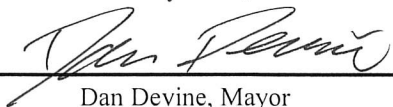
WHEREAS, the membership of the WAPPA has voted and ratified the Agreement.

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, 2014 to and including December 31, 2015 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 two year Labor Agreement.

ADM\ORDRES\ADMR457

ADOPTED NOV 19 2013

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

APPROVED 11/19/13

Dan Devine, Mayor

SUMMARY OF NEGOTIATED SETTLEMENT

EMPLOYER: CITY OF WEST ALLIS

BARGAINING UNIT: WEST ALLIS PROFESSIONAL POLICE ASSOCIATION (WAPPA)

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, 2014 to December 31, 2015

2) **WAGES:**

A) Effective the first full pay period following January 1, 2014, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 2%.

B) Effective the first full pay period following January 1, 2015, 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) **Amend Article 13, Pensions,** as follows (NOTE: highlights = additions; strikeouts = deletions:

~~SECTION 1: Employees shall be enrolled in the State of Wisconsin Municipal Retirement Plan in accordance with Section 40.20 et seq. Wisconsin Retirement System (WRS) pursuant to Section 40.22, Wisconsin Statutes. The City shall pay up to eight percent (8%) of all paid earnings to the Wisconsin Retirement Fund in lieu of an equal amount to the retirement contributions otherwise required to be deducted from each payment of earnings to the participating employees pursuant to Section 40.05 (1), Wisconsin Statutes.~~

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

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

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

4) **Article 14, Hospital/Surgical Care, Dental and Life Insurance, Section 1** – amend to reflect effective March 1, 2015:

- Employees and retirees who participate in a City-sponsored Health Risk Assessment (HRA) shall contribute 7.5% of the monthly cost of the health insurance plan for a single, couple or family plan.
- Employees and retirees who do not participate in a City-sponsored Health Risk Assessment (HRA) shall contribute 15% of the monthly cost of the health insurance plan for a single, couple or family plan.

#4 - Article 14, Hospital/Surgical Care, Dental and Life Insurance, continued:

- Retiree Health Insurance – effective March 1, 2015:
 - A retiree with couple coverage (employee plus spouse) cannot add a new spouse or dependent if they divorce or if their spouse dies.
 - A retiree with couple coverage (employee plus one dependent) cannot add a new dependent or a spouse if the original dependent or spouse is removed from coverage.
 - A retiree with family coverage is not able to add new family members (that is, if they have or adopt a child or remarry, the new child and/or spouse cannot be added).

5) Update contract per Memorandum of Understanding regarding Article 7 – Overtime, Section 7 (Attachment 1) and Memorandum of Understanding regarding Article 10 – Vacations, Section 3 (Attachment 2).

6) Amend Article 6, Hours of Work, Section 7, as follows (NOTE: highlights = additions; strikeouts = deletions):

"SECTION 7. A time trade is where one (1) employee voluntarily works the full or partial tour of duty, or changes shifts for another employee subject to the permission of the Chief of Police or the designated representative. An employee shall not work more than twelve (12) consecutive hours in a twenty-four (24) hour period nor more than sixteen (16) hours without eight (8) hours of time off between shifts as a result of a time trade. A time trade shall only be allowed when the "Off Schedule" is filled and no other additional time offs would be allowed. ~~The employee who has accumulated eight (8) hours of "time due" because of this time trade shall take a "time due" within sixty (60) days of the date of the trade. The employee shall advise the Commanding Officer on the date of the time trade, as to the day on which the employee will take a time due.~~ The employee who originated the time trade will not work back for the officer who worked on the date of the trade if there are openings for additional time off within the off schedule on the day the officer who worked takes an eight (8) hour time due previously accumulated because of the time trade. The exchange of regular off days in this manner must be arranged by the concerned employees and exchanges are permitted only between employees of the same rank, except for Corporals Specialist I and Specialist II who may exchange regular off days with bargaining unit employees of other ranks subject to the approval of the Chief of Police or the designated representative."

7) Amend Article 6, Hours of Work, Section 8, as follows (NOTE: highlights = additions; strikeouts = deletions):

"SECTION 8. ~~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, ~~e~~Employees will be permitted unlimited time trades (current trading practices within certain classifications apply, see Section 7 above)."

8) Amend Article 7, Overtime, Section 8. A., as follows (NOTE: highlights = additions; strikeouts = deletions):

"SECTION 8.

- A. Officers voluntarily attending ~~All~~ specialty schooling, seminars and conferences on off duty time shall ~~be available for officers to sign up~~ receive compensatory time (green time) at the straight time rate for all time spent in such schools, seminars and conferences. The Chief shall retain the right to assign and limit the number of officers to attend schools, seminars and conferences. All training shall be registered with the Training Bureau Captain. ~~Employees who are assigned to attend schools, seminars and conferences 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**, as follows:

Effective January 1, 2014: remove prohibited subjects of bargaining per WI Acts 10/32, clarification of the verbiage "the age of 65", and removal of any references to outdated information (that is, maintenance of the relevant/most up-to-date information); Attachment 3.

10) **Amend Article 15, Grievance Resolution Procedures, Section 1, Steps 1 and 2**, as follows (NOTE: highlights = additions; strikeouts = deletions):

"Step 1. If an employee has a grievance he/she shall first present and discuss the grievance orally with the ~~his/her shift commander~~ command staff member involved, or in their absence, a command staff member, either alone or accompanied by an Association representative. In order to be timely, a grievance must be presented at the Step 1 level within ten (10) working days of knowledge of the

circumstances causing the grievance. The ~~shift commander~~ command staff member shall have four (4) calendar days to reach a decision and communicate it orally to the employee.

Step 2. The grievance shall be considered settled at the Step 1 level, unless within ten (10) working days after the communication of the ~~shift commander's~~ command staff member's decision, the employee and/or the Association representative shall reduce the grievance to writing and present it to the Chief. Within ten (10) working days, the Chief shall send to the employee and the Association a written answer to the grievance. The written answer shall state the nature of any suggested resolution of the grievance or the reason(s) for rejecting the grievance."

11) **Article 17 – Equal Employment:** Eliminate entire provision.

12) **Housekeeping Item:** update format of contract (by mutual agreement) for consistency purposes including but not limited to: capitalization, header format, hyphens, underscoring, numbering, etc.; and remove any references to outdated information (that is, maintain relevant/most up-to-date information).

RATIFICATION:

FOR THE COMMON COUNCIL OF THE
CITY OF WEST ALLIS:


FOR THE WEST ALLIS PROFESSIONAL
POLICE ASSOCIATION:

 _____, Date 11-21-2013
James W. Sengstoeck, Chairperson
Administration and Finance Committee

_____, Date _____
Nick Stachula, President

_____, Date _____
Thomas G. Lajsic, President
West Allis Common Council

_____, Date _____
Allison Cerqua, Vice President

 _____, Date 11/21/13
Dan Devine, Mayor

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

_____, Date _____
Joseph Kempen, President

_____, Date _____
Wayne Clark, Secretary

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BARGAINING UNIT: WEST ALLIS PROFESSIONAL POLICE ASSOCIATION (WAPPA)

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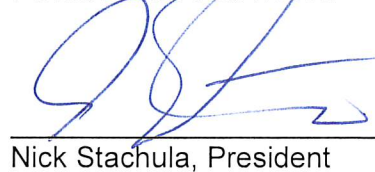
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RATIFICATION:

FOR THE COMMON COUNCIL OF THE
CITY OF WEST ALLIS:

FOR THE WEST ALLIS PROFESSIONAL
POLICE ASSOCIATION:


James W. Sengstock, Chairperson
Administration and Finance Committee
Date 11-21-2013



Nick Stachula, President
Date 11/21/13

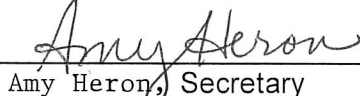

Thomas G. Lajsic, President
West Allis Common Council
Date 11-21-13


Allison Cerqua, Vice President
Date 11/22/13


Dan Devine, Mayor
Date 11/21/13

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


_____, Date 11/21/13
Joseph Kempen, President


_____, Date 1/7/14
Amy Heron, Secretary (AK)

Memorandum of Understanding

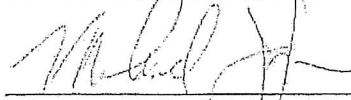
Between the City of West Allis Police Department ("Department")
and the
West Allis Professional Police Association, Local #35 ("WAPPA")

In addition to the provisions contained in Article 7 - Overtime, Section 7, of the parties' Collective Bargaining Agreement, it is agreed that Association Members shall have an option to receive payment at straight time for all, or any part of, the overtime hours remaining in the employee's account on the last regular paycheck of December, in accordance with the following:

1. Cut off for overtime hours that may be paid on the last regular paycheck of December shall be in accordance with the normal pay period dates (e.g. If Friday, December 28 is the last regular paycheck of December and is the payday for the Saturday, December 8 – Friday, December 21 pay period, the last overtime hours eligible to be paid on the December 28 paycheck are those earned through Friday, December 21); and,
2. The payout request must be submitted in writing prior to, but no later than, the last Thursday of the normal pay period dates (e.g. If Friday, December 28 is the last regular paycheck of December and is the payday for the Saturday, December 8 – Friday, December 21 pay period, the written request must be submitted by Thursday, December 20).

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

For the DEPARTMENT:




Mike Jungbluth, Chief of Police

9/10/2012

Date Signed


For WAPPA:



James Schumitsch, President

9/20/12

Date Signed



Nick Stachula, Vice President

09/20/12

Date Signed



DEPARTMENT OF POLICE

Charles Padgett
Interim Chief of Police

Robert Fletcher
Deputy Chief of Police

MEMORANDUM OF UNDERSTANDING

Between the City of West Allis Police Department

and the

West Allis Professional Police Association Local #35


In an effort to better serve the Department and the Association membership, the City and Association agree to move up the vacation selection process to end by December 31st of the previous calendar year. This practice has been in place for a number of years but runs contrary to the current collective bargaining agreement.

The language will be amended to read:


Article 10 – Vacations, Section 3. A vacation selection may at minimum be three (3) consecutive vacation days, to a maximum of ten (10) vacation days. Consecutive is understood to mean in conjunction with off-days.

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

This language will be automatically amended in the successor collective bargaining agreement.



For the City of West Allis



For the Association

Date: March 26, 2013

ARTICLE 14

HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE

SECTION 1.

A. ~~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.

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

3 a. Five Percent (5%) not to exceed \$60.00/month for a
4 single plan.

5 b. Five Percent (5%) not to exceed \$90.00/month for a
6 couple plan.

7 c. Five Percent (5%) not to exceed \$120.00/month for
8 a family plan.

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

11 a. Seven and One-half Percent (7.5%) not to exceed
12 \$75.00/month for a single plan.

13 b. Seven and One-half Percent (7.5%) not to exceed
14 \$112.00/month for a couple plan.

15 c. Seven and One-half Percent (7.5%) not to exceed
16 \$180.00/month for a family plan.

17 ~~(e) The insurance coverage provided shall not be less than the level on~~
18 ~~the effective date of this Agreement for the term of this~~
19 ~~Agreement.~~

20 ~~(d) Benefit levels for retirees retiring on or after March 1, 2013, will~~
21 ~~adjust automatically with active employee benefit levels. (Benefit~~
22 ~~levels are defined as any medical services [procedures, surgeries,~~

* 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.

1 exams, consultations, advice, diagnosis, referrals, treatment, tests,
2 supplies, drugs, devices, or technologies] administered by a qualified
3 practitioner/treatment facility.)

4 ~~2. Prescription Co-Payment:~~

5 ~~(a) Effective March 1, 2009, employees shall pay~~
6 ~~\$10/\$20/\$30 for retail (34 day supply) prescriptions and~~
7 ~~\$25/\$50/\$75 for mail order (90 day supply) prescriptions.~~

8 ~~(b) Effective March 1, 2013, employees shall pay~~
9 ~~\$15/\$25/\$35 for retail (34 day supply) prescriptions and~~
10 ~~\$37.50/\$62.50/\$87.50 for mail order (90 day supply) prescriptions.~~
11 ~~A fourth (4th) tier for specialty medications will be subject to \$100~~
12 ~~per script per month co-payment with a cap of \$1,500 per plan year~~
13 ~~for all specialty medications per member.~~

14 ~~3. Office Visit Co-Payment:~~

15 ~~Effective March 1, 2009, employees shall pay a \$20 office visit~~
16 ~~co-payment; said co-payment to be waived for wellness and preventative~~
17 ~~services.~~

18 ~~4. (a) Effective March 1, 2009, the \$75.00 emergency room co-~~
19 ~~payment will only be waived if admitted or transported by~~
20 ~~emergency vehicle.~~

21 ~~(b) Effective March 1, 2013, the emergency room co-payment~~
22 ~~will be \$100 per incident; the co-payment may be waived if the~~
23 ~~member is admitted or transported by emergency vehicle.~~

1 ~~5. Effective March 1, 2007, the out-of-network co-insurance shall be~~
2 ~~increased from 80%/20% to 70%/30%.~~

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

5 B. All employees who are appointed on or after January 1, 1985, will participate in
6 the City of West Allis health insurance program under the following terms and
7 conditions:

8 ~~1. The City will pay the prescribed monthly premium excluding the premium~~
9 ~~share specified in Section 1(A) above, on January 1, 1993 on behalf of~~
10 ~~those employees who enroll in an alternative the health care delivery~~
11 ~~system offered by the City.~~

12 ~~2. Until February 28, 2011, if an employee is enrolled in the indemnity~~
13 ~~health insurance program, the monthly contribution of the City toward the~~
14 ~~prescribed premium will be limited to the amount of the highest premium~~
15 ~~paid for any alternative health care delivery system offered by the City.~~

16 ~~The employee will be required to pay the remaining unpaid balance of the~~
17 ~~indemnity health insurance premium. Should the monthly contribution be~~
18 ~~equal to or less than the premium share specified in Section 1(A) above,~~
19 ~~the employee will be required to pay the applicable premium share.~~

20 ~~Effective March 1, 2011, the indemnity health insurance program will no~~
21 ~~longer be offered as a health insurance program option.~~

1 ~~3. The "indemnity" plan and any "alternate health care delivery system"~~
2 ~~selected by the City will be substantially equal to the benefit levels of~~
3 ~~those carriers cited in the 1989-90 Collective Bargaining Agreement.~~

4 ~~C. All employees who elect to participate in the indemnity plan will be subject to the~~
5 ~~limitations and terms of the City of West Allis Second Opinion and Ambulatory~~
6 ~~Surgery Programs in effect January 1, 1987.~~

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

11 SECTION 3.

12 A. 1. Under the conditions specified herein and in the amounts specified
13 at subsection (2), below, the City will contribute toward the family, couple
14 and single contract premiums for hospital and surgical care insurance, and
15 major medical coverage for all retirees who retire with the effective date
16 specified, who have attained the age of 50 subsequent to December 31,
17 1990, and for those employees hired on or after April 1, 2008, must have
18 fifteen (15) years of service with the City of West Allis to qualify for
19 retiree health insurance. The contribution will also be made on behalf of
20 the spouses of qualifying employees.

21 2. The City health insurance premium contribution, authorized under
22 subsection (1) herein, is as follows:

Effective Date of Retirement	City Contribution Family Contract Per Month		City Contribution Single Contract Per Month
	(3 or more in family)	(2 in family)	
	After 3/1/07 and Before 2/29/08	\$1906.00	\$1350.00
After 3/1/08 and Before 2/28/09	\$1955.00	\$1385.00	\$671.00
After 3/1/09 and Before 2/28/10	\$2,031.00	\$1,440.00	\$698.00
After 3/1/10 and Before 2/28/11	\$2,216.00	\$1,570.00	\$761.00
After 3/1/11 and Before 2/29/12	\$2,068.00	\$1,413.00	\$721.00
After 3/1/12 and Before 2/28/13	\$2,096.00	\$1,432.00	\$730.00
After 3/1/13 and Before 2/28/14	\$2,050.00	\$1,401.00	\$714.00

3. Effective March 1, 1997, under the terms and conditions specified herein, the City will pay a fixed sum in an amount to be specified toward the City's health insurance premium cost excluding the premium sharing cited in Section 1(A) above during the remaining period of the labor agreement for hospital and surgical care insurance and the applicable premium for major medical coverage for all retirees who have attained the age of 50 and who retire subsequent to March 1, 1997.

4. The City's premium obligation will terminate: Upon the retiree's or spouse's ~~attaining the age of 65~~ eligibility for Medicaid/Title 19/Medicare Parts A and B; upon remarriage by surviving spouse; or if the retiree and/or surviving spouse are employed by another employer providing more comprehensive or equivalent coverage. Should the latter coverage terminate prior to ~~the age of 65~~ Medicaid/Title 19/Medicare Parts A and B

1 eligibility, coverage under this Section shall be reinstated. The retiree
2 and/or spouse shall pay any balance of unpaid premium, and failure to do
3 so will terminate the City's premium obligation.

4 B. After a retiree and/or spouse are covered under Medicaid/Title 19/Medicare Parts
5 A and B, the City will pay one-half (1/2) of the premium of insurance for hospital
6 and surgical care not covered by Medicaid/Title 19/Medicare Parts A and B and
7 the full premium for major medical coverage, under the City's " Medicaid/Title
8 19/Medicare Parts A and B carve-out" policy. The retiree and/or spouse shall pay
9 any balance of unpaid premium, and failure to do so will terminate the City's
10 premium obligation.

11 C. Effective January 1, 1981, employees within the bargaining unit shall be covered
12 for dental insurance under the dental insurance program established for employees
13 within the managerial, supervisory, confidential and professional service of the
14 City of West Allis, pursuant to City Resolution No. 19987, July 1, 1980. The City
15 shall pay one hundred percent (100%) of the premium for the term of this
16 agreement.

17 ~~D. Effective January 1, 1987, the City's basic dental plan includes a Twelve Hundred~~
18 ~~Dollar (\$1,200.00) lifetime orthodontic benefit for children under age nineteen~~
19 ~~(19). Orthodontic benefits have a fifty percent (50%) co-insurance provision.~~

20 ~~E. Effective March 1, 2009, the Dental Insurance annual maximum benefit limit will~~
21 ~~be Fifteen Hundred Dollars (\$1,500.00) per member per plan year.~~