

SUMMARY OF NEGOTIATED SETTLEMENT

EMPLOYER: CITY OF WEST ALLIS

BARGAINING UNIT: WEST ALLIS PROFESSIONAL POLICE ASSOCIATION

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

1) **CONTRACT TERM:** January 1, 2006 through December 31, 2007

2) **WAGES:**

- A) Year 2006: Effective January 1, 2006, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 2% and effective December 31, 2006, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 1%.
- B) Year 2007: Effective January 1, 2007, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 2% and effective December 31, 2007, 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) Salary Range: Add step split between B & C (split to be set at the median point between steps B & C) in current wage schedule for new employees hired on or after January 1, 2007.

3) **Article 2 – Recognition**

Amend language to reflect the following:

“Section 1. The City recognizes the Association as the sole collective bargaining agency for hours, wages, and other conditions of employment for all sworn law enforcement personnel of the Department of Police holding the rank of...but excluding all employees with a rank of ~~detective sergeant supervisor, communications sergeant supervisor, lieutenant (JG), lieutenant, captain, inspector, ...~~”

4) **Article 5 – Compensation**

Section 4 - Out of Classification Pay effective January 1, 2007:

Field Training Officer	\$1.00 per hour for every hour worked; when an officer is a designated primary or secondary FTO in a training cycle, s/he will receive \$25 per month in addition to the hourly rate for out of classification pay.
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4) **Article 5 – Compensation; Section 4 - Out of Classification Pay effective January 1, 2007**
CONTINUED:

Acting Sergeant	\$1.50 per hour for every hour worked; two (2) officers (as determined by the Police Chief or designee) on each shift who are designated to work as an Acting Sergeant will receive \$25 per month in addition to the hourly rate for out of classification pay.
Detective	Four (4) detectives (as determined by the Police Chief or designee) from the Detective/Sensitive Crimes Bureau who are assigned to primary investigator status will receive \$25 per month in addition to any overtime hours worked.
Acting Desk Sergeant	\$0.75 per hour for every hour worked
Court Liaison (Weekends Only)	\$1.50 per hour for every hour worked
Training Officer	\$1.00 per hour for every hour worked
Road Sergeant	\$15.00 bi-weekly
CRU Members	\$30.00 per month

5) **Article 6 – Hours of Work**

Section 2 - The regular hours of employment shall be divided into five (5) shifts of eight (8) consecutive hours each designated as follows:

- First Shift - 0700 to 1500
- Second Shift - 1500 to 2300
- Third Shift - 2300 to 0700
- Fourth Shift - 1100 to 1900
- Fifth Shift - 1900 to 0300: and such other shift as the service may require.

The regular hours for detectives shall be as follows:

- First Shift – 0800 to 1600
- Second Shift – 1600 – 2400

For those members working a 5-2 schedule - Any flexing of normal duty hours shall be on a mutually agreed upon basis between the employee and the shift/bureau supervisor. The flexing of normal duty hours includes the following: changing shifts or changing the starting and ending times of a shift.

6) **Article 6 – Hours of Work**

Amend language to reflect the following:

Section 7. A. Time Trade -- Effective in 2006, employees will be permitted 3 unrestricted time trades; after reaching 3, an employee may petition the Police Chief for the option of taking more (current trading practices within certain classifications apply).

7) **Article 7 – Overtime**

Amend language to reflect the following:

Section 6 – Compensatory time earned pursuant to this Article may be used for time off when approved by the commanding officer of the work shift to which the employee is assigned. The City will grant compensatory time off when, in the sole discretion of the Chief, or designee, the taking of such compensatory time off will not adversely affect the efficient, disciplined, and orderly operation of the department. Officers will continue to have access to time trade provisions subject to ~~departmental policy~~ **the terms of this agreement**...

8) **Article 9 – Funeral Leave**

Amend language to reflect the following:

Section 1 – Add Mother, Father, Mother-in-law, and Father-in-law to the 5 days paid leave.

9) **Article 9 – Funeral Leave**

Amend language to reflect the following:

Section 1 – ~~When leave of absence for deaths occurs within the member's regular vacation period or regular "days off", said vacation and "days off" shall be considered as part or all of leave granted...~~

10) **Article 9 – Add:**

Section 5. Subrogation. In the event the City makes any payment of sickness disability benefits under 2.76 of the Revised Municipal Code, the City shall be subrogated to all the employee's rights of recovery therefore against any third party or his/her insurer for such payment. Should the employee make a claim or maintain an action against a third party in a case where sickness disability benefits have been paid, said claim or action shall include a demand for reimbursement of the sickness disability benefits paid by the City. The City shall be entitled to any such benefits recovered by the employee, minus one-third thereof which represents the cost of collection. The City shall fully restore the recovered sickness disability hours to the employee's account. Any right to subrogation for the payment of medical expenses, including hospitalization and/or surgical care under 2.76 of the Revised Municipal Code, shall be pursuant to the subrogation provisions of the Health Insurance Plan.

11) **Article 14 – Hospital/Surgical Care, Dental and Life Insurance**

Amend language to reflect the following:

Section 3 (C) – (Dental) City shall pay 100% of the cost. (i.e.: reword line 6 & 7 as follows:"...The City shall pay **100% of the premium** ~~in the amount of \$80.90 per family contract and \$77.00 per single contract, monthly, and any increases occurring during the terms of this agreement,~~ for the term of this agreement."

12) **Article 14 – Hospital/Surgical Care, Dental and Life Insurance**

• **PPO Plan effective 3-1-07:**

Prescriptions (not subject to maximum out of pocket limits):

Retail Order (34 day supply)	co-pay of \$10/20/30
Mail Order (90 day supply)	co-pay of \$20/40/60 (2x's retail)

Out-of-Network Services:

Coinsurance to 70/30 (deductible, maximum out of pocket and lifetime maximum remains as is)

In-Network Services:

- \$20 Office Visit copay with maximum plan year out of pocket of \$200/single, \$400/couple, \$600/family
 - \$75 emergency room copay (same waiver conditions apply except for doctor directed = member must receive a written confirmation from the provider's office that they were directed to go to the ER; this written communication must be submitted directly to the insurance carrier along with the billing for \$75 from the provider)
 - No deductible
 - Lifetime maximum remains unlimited
- **Health Insurance Changes effective 3-1-07 (PPO and Standard Plan):** Increase monthly premium share caps from \$50/month single, \$75/month couple, \$100/month family to \$60/\$90/\$120 respectively (remain at 5% premium share up to capped amount).
- **Any member who retires January 1 - February 28(9) of 2006 and 2007 will be granted the March 1 cap rates for retiree health insurance premium calculation purposes; this provision will sunset upon ratification of the successor agreement.**

13) **Article 16 – Residency**

Amend language to reflect the following:

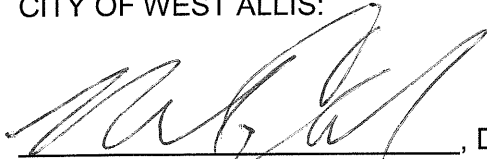
Section 1 – (A) Members shall reside in the City of West Allis except as stated in (B) below, and shall, at all times, maintain a telephone (**cellular permitted**) in their residence...


- 14) **Miscellaneous Clarification:** The employees are allowed to carryover 60 hours of compensatory time off, along with the proposed 40 hours of vacation. The 100-hour limit would not include any time accumulated at the start of the calendar year (i.e. – 32 hours of time accumulated January 1st, by personnel on the 5-2 work schedule). Vacation carryover must be used by May 1st or it will be lost. It is the employee's responsibility to use these green hours throughout the year; under no circumstance will these green hours be paid out.

Summary of Negotiated Settlement
Between the City of West Allis and the
West Allis Professional Police Association
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15) RATIFICATION:

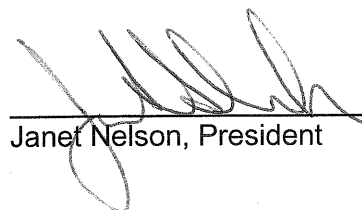
FOR THE COMMON COUNCIL FOR THE
CITY OF WEST ALLIS:


_____, Date 10-30-06
Michael J. Czaplewski, Chairperson
Administration and Finance Committee


_____, Date 10-31-06
James Sengstock, President
West Allis Common Council

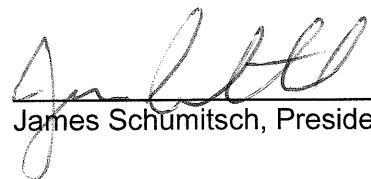

_____, Date 10-26-06
Jeannette Bell, Mayor

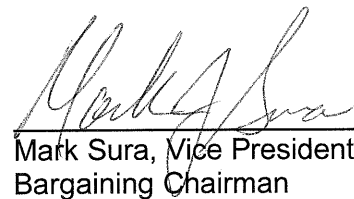
FOR THE BOARD OF POLICE AND FIRE
COMMISSIONERS OF THE CITY OF WEST ALLIS:


_____, Date 10-27-06
Janet Nelson, President


_____, Date 10-26-06
Kathleen Dagenhardt, Secretary

FOR THE WEST ALLIS PROFESSIONAL
POLICE ASSOCIATION:


_____, Date 10/25/06
James Schumitsch, President


_____, Date 10-25-06
Mark Sura, Vice President
Bargaining Chairman