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 the following Summary represents the terms of the negotiated agreement for wages, hours and other conditions of employment for the above-captioned bargaining unit.

Note: for the below, shading (xxx) references additions and double strike-through (~~xxx~~) references deletions in contract language.

1. **Contract Term:** January 1, 2019 to December 31, 2021

2. **Wages:**

   A. Effective the first full pay period following January 1, 2019, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 3.25%.

   B. Effective the first full pay period following January 1, 2020, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 3%.

   C. Effective the first full pay period following March 1, 2021, the base hourly rate at each step increment in the salary ranges for personnel represented by the bargaining unit shall be increased by 3.25%.

   D. **Amend Article 5, Compensation, Section 1 as follows**:

   SECTION 1. Effective the first full pay period following ~~January 1, 2016, March 1, 2017, January 1, 2018, and October 1, 2018,~~ January 1, 2019, January 1, 2020, and March 1, 2021, the salaries of the employees in the bargaining unit shall be established as shown in Appendix A.

3. **Amend Article 4 Fair Share Agreement** to incorporate the US Supreme Court's decision in Janus v. AFSCME Agency Fee Case (Attachment 1).

4. **Add new section to Article 5 Compensation** pertaining to On-Call Status for Detectives:

   SECTION 6. On-Call Status for Detectives

   A. There will be up to two (2) detectives, at the discretion of the Police Chief, assigned to "On-Call Status" from the close of normal detective bureau hours beginning on Friday at 2300hrs of an assigned "on-call" weekend to the start of normal detective bureau business hours on the successive Monday.
   B. There will be up to two (2) detectives, at the discretion of the Police Chief, assigned to "On-Call Status" on holidays, as defined by Article 11, Section 6 of this agreement, beginning at 0000hrs of the holiday until 11:59 p.m. of the holiday.
   C. The Department will use a random selection process to assign the order that detectives will be assigned to "on-call" weekends. Once established, the order will repeat

throughout the calendar year to ensure that "on-call" weekends are distributed as evenly as is possible to all detectives.

D. "On-call" holidays will be selected or assigned on the basis of seniority. The Department will use the detective seniority list, and by January 10th, shall afford senior detectives the opportunity to select a holiday(s). In the event that senior detectives do not elect to cover every holiday, as defined above, the least senior detectives will then be required to pick an "on-call" holiday, according to the described selection process. The selection process will begin with the most senior of these detectives and proceed down the list using seniority as the basis for the order, until every holiday is covered.

E. Article 10, Section 3 requires that vacation selections be completed by December 31st of the preceding year. When picking "on-call" holidays, the member shall not pick a holiday for which they are on vacation. If the random selection process for "on-call" weekends results in a detective being "on-call" during a vacation, the Chief or his/her designee has the authority to exchange (trade one weekend for another) that specific "on-call" weekend with another detective during that "on-call" rotation period to alleviate such conflict.

F. Once assigned to "On-Call Status", it is the responsibility of the detective to fulfill this responsibility. If for some reason a detective cannot fulfill this responsibility, it is the assigned detective's responsibility to find a replacement or trade. The replacement or trade must be approved by the Police Chief or designee.

G. The "on-call" detective shall answer or promptly return messages left on their Department issued cell phone or phone number listed on the official Department employee roster. The detective shall be available and able to return back to duty during the time they are assigned to "On-Call Status".

H. The Department policy will establish supervisory points of contact for all incidents occurring outside of normal detective bureau hours. Said supervisory contact will determine if the "on-call" detective will be contacted to respond to an incident.

I. Establishment of an "on-call" detective does not alter the fact that any detective is subject to be called back to duty and does not establish a requirement for the Department to call in or contact the "on-call" detective first.

J. "On-call" detectives will be compensated for their "On-Call Status" by receiving 2 hours of straight time pay for each full weekend they are assigned "On-Call Status" and 1 hour of straight time for each holiday they are assigned to "On-Call Status".

K. "On-Call Status" pay does not prohibit a detective from earning overtime compensation, as provided by this agreement, for actual hours worked outside of their scheduled duty hours during an "on-call" week.

5. Add "Crisis Assessment Response Team Officer" to the listing of specialty positions in accordance with the 2018 CART Memorandum of Understanding to **Article 6 Hours of Work, Section 1,** and to the duty assignments of Specialist I positions in **Appendix A, Parts 1 through 4,** on page 69.

6. **Amend Article 6 Hours of Work, Section 2, page 16** by revising line 5 as follows:

   Second Shift – 1500 to 2300 or 1600 to 2400 (Police Chief's discretion)

7. **Amend Article 8 Seniority, Section 2**, to incorporate the 2018 probationary period Memorandum of Understanding, and an extension due to extended absences for work or non-work related illness or injury, in Article 8 Seniority, Section 2, page 24:

   SECTION 2. All new appointees to the Department, who have already completed an accredited Law Enforcement Academy, shall be on probation for a period of eighteen (18) months. Officers hired prior to completing an accredited Law Enforcement Academy shall be on probation for a period of 22 months. Officers who miss extended periods of street duty during their probationary period, at the discretion of the Police Chief, may have their probation extended by the amount of time missed due to their extended absence. If the appointee…

8. **Amend Article 9 Leaves, Section 1. Funeral Leave,** as follows:

   …relationships of the stated relationships; and not more than one (1) day in the case of death of grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild, aunt, aunt-in-law, uncle, uncle-in-law, brother-in-law and sister-in-law, and the step relationships of the stated relationships. In the case…

9. **Amend Article 9 Leaves, Section 2 Sickness Disability Program** by replacing "*licensed physician*", "*licensed physician or dentist*" with "health care provider" wherein "health care provider" is defined as provided under State and Federal FMLA as, 'a doctor of medicine, doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, or Christian Science Practitioner'.

10. **Add new section to Article 10 Vacations**:

    SECTION 9. Effective January 1, 2019, an employee who uses one (1) full and continuous workweek of vacation in the months of January, February, or March, will be credited with one (1) additional day of vacation for said calendar year[1]. The granting of this one (1) additional vacation day shall be contingent upon the employee notifying, in writing or via email, the Administrative Support Specialist assigned to the Police Chief's Office, that they are entitled to the one (1) additional day per this provision. Upon notification to the Administrative Support Specialist, the additional one (1) day will be placed in the employee's regular vacation bank in accordance with the provisions of this collective bargaining contract.

    [1] capped at one (1) additional day per calendar year; that is, an employee is not granted one (1) additional day per each week taken in the months of January, February, or March

11. **Amend Article 11, Section 6** as follows:

    - Identify the current language as paragraph "A" and add the following highlighted introductory wording:

A. For the period of January 1 through December 31, 2019, the following days shall be holidays for all employees assigned to…

- Add a new paragraph "B" to state:

B. Commencing January 1, 2020, the following days shall be holidays for all employees assigned to specialty positions working a Monday through Friday schedule of five (5) days on duty, two (2) days off duty:
1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. December 24
9. Christmas Day
10. Three (3) "random" days which shall be assigned in the same manner as a vacation day at the request of the employee and with the approval of the Police Chief. All random days may be taken in less than four (4) hour increments and must be used by December 31 of each year.

12. **Amend Article 12 Clothing, Section 3**, to reflect the purchase of all equipment (including firearms and body armor) for new hires be provided by the Police Department, and **remove Section 5**:

SECTION 3. ~~Each new appointee to~~ The Police Department shall provide all required uniforms and equipment to each new appointee. Such uniforms and equipment so purchased shall be the property of the Police Department ~~sworn officer's personal property. Such new appointee will be reimbursed by the City for this initial uniform and equipment purchase in the following manner: Three Hundred Dollars ($300.00) to be paid after the completion of six (6) months of service and Three Hundred Dollars ($300.00) to be paid after the completion of twelve (12) months of service.~~

~~SECTION 5. All sworn employees hired after January 1, 1991 shall be required to purchase an approved soft body armor vest as part of the initial uniform. The Department will reimburse fifty percent (50%) of the purchase price paid by the employee upon completion of the employee's probationary period.~~

13. **Amend Article 14, Hospital/Surgical Care, Dental and Life Insurance, Section 1. Premium Share** by removing current paragraphs "A. 1. and 2., B. 1. and 2., C. 1. and 2.", re-lettering "D. 1. and 2." to "A. 1. and 2.", and adding the following:

B. Employees who participate in health insurance provided to them by the City in accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the following monthly premium share contributions effective March 1, 2020:

1. Employees who, along with their spouse, participate in a City-sponsored Health Risk Assessment (HRA)[1]: Fourteen percent (14%) per month for a single, couple or family plan.
2. Employees who, along with their spouse, do not participate in a City-sponsored Health Risk Assessment (HRA) [1]: Twenty percent (20%) per month for a single, couple or family plan.

C. Employees who participate in health insurance provided to them by the City in accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the following monthly premium share contributions effective December 1, 2021:

1. Employees who, along with their spouse, participate in a City-sponsored Health Risk Assessment (HRA) [1]: Fifteen percent (15%) per month for a single, couple or family plan.
2. Employees who, along with their spouse, do not participate in a City-sponsored Health Risk Assessment (HRA) [1]: Twenty percent (20%) per month for a single, couple or family plan.

[1] If a Health Risk Assessment (HRA) is not offered in any given plan year, employees will be subject to the rate listed in A. 1, B.1., or C.1., as applicable. Eligible dependents (spouse/children) may participate in City-sponsored HRA's.

14. **Housekeeping Items:** Update format of contract 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 for the term of the contract).

15. **Ratification:** It is understood the terms of this Summary have been affirmatively approved by the membership of the West Allis Professional Police Association.

FOR THE COMMON COUNCIL OF THE CITY OF WEST ALLIS:

Kevin Haass, Chairperson,
Administration & Finance Committee

Date Signed 1/31/2019

Thomas Lajsic, Common Council President

Date Signed 1/31/19

Dan Devine, Mayor

Date Signed 2/1/19

FOR THE WEST ALLIS PROFESSIONAL POLICE ASSOCIATION, LOCAL #35:

Allison Cerqua, President

Date Signed 2/5/19

Caleb Porter, Vice President

Date Signed 1/31/19