

2010 – 2012

# LABOR AGREEMENT



CITY OF KENOSHA  
AND  
KENOSHA PROFESSIONAL  
POLICE ASSOCIATION



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**2010 - 2012  
LABOR AGREEMENT**

**Covering:**

**EMPLOYEES OF THE KENOSHA UNIFORMED POLICE DEPARTMENT BELOW  
THE RANK OF SERGEANT**

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the **CITY** of Kenosha, Wisconsin, on behalf of its Police Department, through its Common Council, hereinafter referred to as the **CITY**, and the Kenosha Professional Police **ASSOCIATION**, hereinafter referred to as the **ASSOCIATION**, for the purpose of establishing minimum wages, hours and working conditions of the employees of the **CITY** of Kenosha, Wisconsin, in the Kenosha Police Department covered hereby.

**ARTICLE I - MANAGEMENT RIGHTS**

1. The **ASSOCIATION** recognizes the prerogatives of the **CITY** to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the **CITY** has not specifically abridged, delegated or modified by other provisions of this Agreement are retained as the exclusive prerogatives of the **CITY**. Such powers and authority, in general, include, but are not limited to, the following:
  - a. To determine its general business practices and policies and to utilize personnel, methods and means in the most appropriate and efficient manner possible.
  - b. To manage and direct the employees of the **CITY**, to make assignments of jobs, to determine the size and composition of the work force, and to determine the work to be performed by the work force and each employee.
  - c. To determine the manner in which work is to be performed and the location where the operations of the **CITY** are to be conducted.
  - d. To take whatever action may be necessary in a situation which presents a threat to life, limb or serious damage to public or private property.
  - e. To suspend, demote, or discharge employees for cause.
  - f. To schedule overtime work as required in the manner most advantageous to the **CITY** and consistent with the requirements of the Police Department and the public interest.

2. The **ASSOCIATION** recognizes its responsibility to cooperate with the **CITY** to issue maximum services at minimum cost to the public consonant with its obligation to the employees it represents.
3. This Agreement shall be subject and subordinate in all respects, wherever the same may be applicable herein, to the provisions of the Charter of the **CITY** of Kenosha, the laws of the State of Wisconsin, and the Ordinances of the **CITY** of Kenosha, all of which are in effect at the time of the execution of this Agreement.
4. This Agreement shall be subject and subordinate in all respects, wherever the same may be applicable therein, to the general rules and regulations of the Department of Police, Kenosha, Wisconsin, all of which are in effect on the effective date of this Agreement and contained in Appendix "B" attached hereto.

It is further agreed that effective on the execution date of the 1981 Agreement, the general rules and regulations in effect on the effective date of this Agreement will be amended as provided in Appendix "C" attached hereto, provided, however, that the effective date of those rules and regulations included in Appendix "C" attached hereto will be stayed pending the resolution of their reasonableness, through the grievance procedure contained in this Agreement. The parties agree to submit this matter directly to arbitration as provided in Article IV(E) of this Agreement as soon as possible.

5. Effective 1/1/91:
  - a. In addition to the rules referred to in #4 above, the **CITY** may establish new reasonable work rules and regulations and revise existing work rules and regulations which primarily relate to, or impact upon, wages, hours and/or conditions of employment.
  - b. The **CITY** agrees to furnish the designated representatives of the **ASSOCIATION** with a copy of any proposed new or revised rule or regulation applicable to **ASSOCIATION** members no less than fourteen (14) calendar days prior to its proposed effective date. The designated representatives for purposes of this subsection are the president and vice-president of the **ASSOCIATION**.
  - c. The proposed new or revised rule or regulation will be deemed reasonable and implemented as proposed by the **CITY** unless the **ASSOCIATION**, within the fourteen (14) day calendar period mentioned in paragraph b above, submits a written request to the Personnel Director to negotiate with the **CITY** on the proposed new or revised rule or regulation. If such written request to negotiate is made by the **ASSOCIATION**, the effective date of the proposed new or revised rule or regulation will be delayed sixty (60) calendar days from the original proposed effective date.

- d. The reasonableness of any new or revised rule or regulation shall be subject to the grievance procedure.
- e. At any time within the sixty (60) day calendar day period referred to in paragraph c above, or within fifteen (15) calendar days (excluding Saturdays, Sundays or Holidays) of the effective date of any rule or regulation, the **ASSOCIATION** may file a written grievance challenging the reasonableness of the proposed new or revised rule or regulation with the Personnel Director. Within seven (7) calendar days of receipt of the written grievances by the Personnel Director, the grievance shall be submitted to arbitration pursuant to Article IV, Section E, by the parties, jointly requesting, in writing, the WERC to submit a panel of arbitrators referred to in said Section E of the grievance procedure of this contract.

6. Effective 1/1/91:

The procedure set forth in Article I, Section 5, shall not apply to any proposed new or revised rules or regulations addressing physical fitness, nor shall it apply to modification of the negotiated drug testing procedure agreed to by the parties on November 12, 1988. Any physical fitness rule or regulations shall be negotiated pursuant to the procedure in effect prior to January 1, 1991. Any modification of the drug testing procedure negotiated on November 12, 1988 shall be mutually agreed between the **CITY** and the **ASSOCIATION**.

**ARTICLE II - RECOGNITION AND UNIT OF REPRESENTATION**

- 1. The **CITY** hereby recognizes the **ASSOCIATION** as the exclusive collective bargaining representative of all regular employees of the **CITY** of Kenosha Police Department employed in the following classifications:

- Detective
- Traffic Officer
- Court Officer
- Police Canine Specialist
- Police Officer

on questions of wages, hours, and conditions of employment. The **CITY** reserves the right to grant additional wages and fringe benefits to any particular classification over and above the amount agreed upon between the **CITY** and the **ASSOCIATION** as set forth in the contract.

- 2. The **ASSOCIATION**, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, **ASSOCIATION** and **NON-ASSOCIATION**, fairly and equally; and all employees in the unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the **ASSOCIATION**. No employee shall be required to join the **ASSOCIATION**, but membership in the **ASSOCIATION** shall be made available to all employees who apply

consistent with the **ASSOCIATION** constitution and by-laws. No employee shall be denied **ASSOCIATION** membership because of race, creed, color, or sex.

3. The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit the amount of one percent (1%) of top Police Officer pay a month (4-2 schedule), such amount being the monthly dues certified by the **ASSOCIATION** as the current dues uniformly required of all members, and pay said amount to the Treasurer of the **ASSOCIATION** on or before the end of the month following the month in which such deduction was made.
4. Changes in the amount of dues to be deducted shall be certified by the **ASSOCIATION** sixty (60) days before the effective date of the change.
5. As to new employees, such deductions shall be made from the first paycheck following the first sixty (60) days of employment.
6. The Employer will provide the **ASSOCIATION** with a list of employees from whom such deductions are made with each monthly remittance to the **ASSOCIATION**.

### **ARTICLE III - TIME OFF FOR ASSOCIATION ACTIVITIES**

1. The **CITY** agrees to grant the necessary and reasonable time off, without discrimination or loss of rights and without pay, to not more than eleven (11) employees at any one time designated by the **ASSOCIATION** to attend an **ASSOCIATION** convention or serve in any capacity on other official **ASSOCIATION** business. Total time off under this section shall not exceed eleven (11) work days per year for all members of the bargaining unit. One week's notice will be given the **CITY** if at all possible. It is mutually agreed that such time off shall not be granted if it shall cause any employee to work overtime as a result or if it shall cause shift strength to fall below the designated level.
2. The petitioner and two (2) **ASSOCIATION** representatives employed by the **CITY** will be allowed to attend grievance and disciplinary hearings without loss of pay.
3. The **CITY** agrees to grant time off, without loss of pay, to not more than four (4) employees at any one time to attend negotiation meetings with the **CITY** provided such employees are members of the negotiating team and it does not result in shift strength falling below the designated level.
4. Regular once a month Executive Board meetings may be attended by Board members during their regular duty hours with pay under the following conditions:

- a. They shall receive permission from their commanding officer before leaving the job to attend the meeting. They will be permitted to attend provided their services are not needed at that time.
  - b. It is understood and agreed they may be called out of the meeting and they will be responsive to duty assignment, if needed.
5. A maximum of four (4) **ASSOCIATION** membership meetings held away from the Police Department may be attended each year by Executive Board members during their regular duty hours with pay provided the following conditions are met:
- a. The employee seeks permission from his/her commanding officer to attend the meeting. The commanding officer will release the employee provided his/her services are not needed at that time and his/her absence will not drop shift strength below the designated level.
  - b. The employee informs his/her commanding officer where he/she will be meeting and how he/she can be reached. It is understood that the employee may be called out of the meeting and will be responsive to duty assignment if needed.
  - c. After the meeting, if the employee's tour of duty is not over, he/she will present him or herself to his/her commanding officer for inspection and assignment.
6. No **ASSOCIATION** member or officer shall conduct any **ASSOCIATION** business on **CITY** time except as specified in this Agreement.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

Both the **ASSOCIATION** and the **CITY** recognize that all grievances and complaints should be settled promptly and at the earliest possible stage and that the grievance process must be initiated within fifteen (15) days (Saturday, Sunday and holidays excluded) of the time the employee affected knows or should know the fact causing the grievance. Any grievance not reported or filed by the **ASSOCIATION** or the employee within such time shall be invalid. Nothing contained herein shall be construed to contravene the statutory powers granted the **CITY** Board of Police and Fire Commissioners in disciplinary action against subordinates.

Only grievances involving the interpretation or application of a specified provision of this Agreement or any supplement thereto shall be subject to the grievance procedure provided for in this article.

The **ASSOCIATION** may file a grievance on its own behalf even if no employee is willing to file.

- A. The aggrieved employee shall present the grievance orally to his/her immediate superior or shift commander outside the bargaining unit.
- B. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Grievance Committee and the Assistant Police Chief within five (5) days (Saturday, Sunday and holidays excluded). The Assistant Police Chief shall furnish the employee and the **ASSOCIATION** with a written answer to the grievance within five (5) days of receipt of the grievance (Saturday, Sunday and holidays excluded).
- C. If the grievance is not settled at the second step, the grievance shall be presented in writing to the Chief of Police within five (5) days (Saturday, Sunday and holidays excluded). The Chief shall within five (5) days (Saturday, Sunday and holidays excluded) hold an informal meeting with the aggrieved employee, and/or Captain and two representatives of the Grievance Committee. The Chief shall issue a written decision on the grievance within five (5) days (Saturday, Sunday and holidays excluded) after such meeting.
- D. If the grievance is not settled at the third step, it shall be appealed as follows:
  1. If the subject matter of the grievance or dispute involves a subject over which the Board of Police and Fire Commissioners has jurisdiction under Wisconsin Statutes Section 62.13, it shall be appealed to the Board of Police and Fire Commissioners by filing written notice of the same with the Secretary of the Board within ten (10) days after receipt of the Chief's decision (Saturday, Sunday and holidays excluded). The Board shall act upon the same at its next regular meeting or sooner, if the Board should so decide. Before rendering its decision the Board shall give reasonable notice and opportunity to be heard to all parties in interest. As soon thereafter as practicable, the Board shall reduce its decision to writing and provide copies to all parties in interest. The decision of the Police and Fire Commission shall be subject to appeal only as provided in Section 62.13 of the State Statutes.
  2. If the subject matter of the grievance or dispute involves a subject over which the Board of Police and Fire Commissioners does not have jurisdiction under Wisconsin Statutes Section 62.13, it shall be appealed to the Mayor or to the designee of the Mayor, if the Mayor has appointed a designee for this purpose and has notified the President of the **ASSOCIATION** in writing of such appointment, by filing written notice of the same with him within ten (10) days after receipt of the Chief's decision (Saturday, Sunday and holidays excluded). The Mayor or his designee shall hold a meeting with the parties within ten (10) days (Saturday, Sunday and holidays excluded). Within five (5) days of said meeting (Saturday, Sunday and holidays excluded), the Mayor or his designee will reduce his decision to writing and provide copies To all parties in interest.

- E. If any party is dissatisfied with the disposition of the Mayor or his designee, said party may invoke final and binding arbitration of the grievance or dispute by serving written notice of intention to do so within fifteen (15) calendar days following receipt of the written decision of the Mayor or his designee.

The arbitrator shall then be selected by jointly requesting, in writing, the Wisconsin Employment Relations Commission to submit a panel of five (5) arbitrators from which the parties will alternately strike two (2) names, the name remaining being the arbitrator. After the arbitrator is appointed, the parties shall agree on a hearing date as soon as is mutually convenient. The arbitrator shall have jurisdiction to rule on the arbitrability of the dispute, to issue subpoenas, to define the questions involved, to make rulings on procedure and evidence according to the equities of the situation, and to render a decision on the merits which will be final and binding on the parties. The authority of the arbitrator shall be limited to the above, and he/she shall have no authority to add to, detract from, or amend the Agreement. The costs and expenses, if any, of such arbitrations shall be shared equally by the **CITY** and **ASSOCIATION** except that each party shall pay its own witness and attorney's expenses.

- F. The purpose of the time limits in the foregoing paragraphs is to provide a procedure for dispute settlement which will be prompt and expeditious. All grievances not submitted or appealed by the grievant or his/her representative in the time limits specified herein shall be deemed abandoned grievances. However, where extenuating circumstances prevail, any of the said limits may be modified or extended by written mutual agreement of the parties.
- G. The parties agree that they will jointly compose a written grievance form to be used in processing grievances under this article.
- H. If any grievance or dispute shall originate directly from action of the Chief of the Police Department, the procedure may be commenced at Step 3, in paragraph C above. If any grievance or dispute shall originate directly from the action of the Mayor or the Board of Police and Fire Commissioners, the procedure may be commenced at Step 4 in paragraph D above. In either event, the officer involved under Step 1 and the Chief shall be given notice of the same by exhibiting to them the written grievance form. Said officer and Chief shall admit notice of the same by initialing the appropriate space on the form.
- I. The **ASSOCIATION** President and Executive Board will appoint five (5) representatives of the **ASSOCIATION** to the Grievance Committee 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 a maximum of two (2) representatives the necessary time to process the grievances during the course of their duty day without loss of pay.

## **ARTICLE V - LEAVE OF ABSENCE**

**Section 1. General** - An employee of the ASSOCIATION may request a leave of absence without pay for health, education, or military duty purposes. The request for a leave of absence shall be executed in triplicate by the employee requesting such leave. A Governing Board consisting of the Police Chief, President of the ASSOCIATION, and the CITY Personnel Director shall rule on all requests for leaves and shall attempt to settle any dispute concerning the rules and procedures of this article.

The following rules shall apply to educational leaves:

Procedure for obtaining a leave is as follows:

1. An employee shall request in writing at least sixty (60) days prior to start of leave, in triplicate, one (1) copy to each member of the Governing Board, dated correctly, stating when leave would start, when leave would end, and reason for leave.
2. Not more than three (3) employees will be allowed a leave of absence at one time.
3. In no event shall a leave last longer than one (1) year.
4. In the event of a waiting list, an employee who has already had a leave will not be eligible for another leave until three (3) years have passed since termination of prior leave.
5. Leaves shall be granted on a first come, first served basis. In the event more than three (3) employees request a leave on the same day, the three (3) with the highest departmental seniority shall have precedence.
6. A leave for education shall be granted only if the employee wishes to attend school on a full-time basis. An employee returning from a leave for education shall submit proof of completing full-time work at a recognized institution. Failure of any employee to report at the expiration of the leave shall be grounds for dismissal.

**The following rules shall apply to leaves for health purposes:**

A leave of absence for health purposes may be granted to an employee upon request. However, such leave shall be granted only in the event that either such employee or a member of his immediate family is required, by a doctor of medicine, to move from this community for health purposes. Request for such leave shall be substantiated by a proper medical certificate and if granted, shall be without pay and shall not be for more than one (1) year at a time.

**The following rules shall apply to military leaves:**

Military leaves of absence shall be granted to employees who enlist or who are ordered to military service. Such employees shall return to employment without loss of seniority rights provided application for reemployment is made within the statutory time limits regulating the reemployment rights of veterans returning from the Armed Forces. Reemployment shall be in accordance with the applicable statutes in effect at the time of reemployment.

## Section 2. Military Leave

Employees having permanent status and who are duly enrolled members of the National Guard, the State Guard, the Officer Reserve Corps, the enlisted Reserve Corps, Naval Reserve Corps, Naval Reserve, the Marine Corps Reserve, or any other reserve component of the military or naval forces of the United States, of the State of Wisconsin now or hereafter organized or constituted under Federal law, are entitled to leaves of absence without loss of time or pay as hereinafter provided to enable them to attend military or naval schools, field camps of instruction and naval exercises which have been duly ordered held, but not to exceed fifteen (15) days excluding Sundays and holidays in the calendar year in which so ordered and held. The difference in pay between the military pay during time of attendance and the employees' regular pay during the same period shall be paid by the **CITY**. The leave granted is in addition to all other leaves. Employees who are ordered to serve with the National Guard during emergency periods shall be granted up to two weeks of paid leave per year. The difference between the military pay and the employee's regular pay during this period shall be paid by the **CITY**.

## Section 3. Sick Leave

- A. Each employee shall be granted sick leave with full pay. If an officer cannot report for duty due to illness or injury, he/she must notify the Desk Sergeant or Supervisor on duty prior to the start of their shift. If unable to do so, a member of the officer's family will do so. Whenever possible, at least one hour's notice should be given. If it is known by the officer that their absence is going to exceed one day, he/she will report the estimated length of their absence. The Desk Sergeant or supervisor on duty receiving the call will complete an Employee Sick Report Form. It will be the Administration's responsibility to see that the sick leave shall not be abused.

Any compensation such as worker's compensation, compensation received through lawsuits for time off the job due to injury shall be paid to the **CITY** by the employee. In the event that said illness or injury exceeds six (6) continuous months, a review may be held by the Administration and the Executive Board of the Kenosha Professional Police **ASSOCIATION**.

In the event that said illness or injury exceeds twelve (12) continuous months, a review will be held by the Administration and the Executive Board of the Kenosha Professional Police Association.

- B. If requested by his/her Commanding Officer, an officer absent from duty due to an extended illness or injury must furnish the Commanding Officer with a physician's statement authorizing the period of absence. Some specific date of return to work must be estimated by the physician, but if necessary, this date can be modified by the physician.
- C. When an officer is returning from an extended illness or injury, he/she will notify the Commanding Officer one day in advance of their return.

- D. An extended illness/injury shall be defined as any absence in excess of three (3) consecutive working days.
- E. Pregnancy shall be treated as illness to the extent required by law.
- F. Sick leave benefits are not available for child rearing. After delivery, employees are expected to return to employment as soon as they are physically able.
- G. In attempting to verify suspected sick leave abuse, a Supervisor, or Sergeant or higher rank, may be sent to the employee's home or other location indicated by the employee, at an hour reasonable for the employee's family.
- H. If an employee is on sick leave or on light duty work, he/she will not be allowed to work any part-time jobs - either self-employed or other - unless the employee has provided a certification by his/her physician that he/she has physical limitations and such physical limitations preclude the performance of his/her police duties, but permit the performance of the non-City work.
- I. Appendix E, the Policy and Procedure on Attendance Monitoring and Control, and Appendix F, the K.P.P.A. Physical Fitness Standards Program are attached hereto and made a part of this contract.

#### **Section 4. Worker's Compensation**

The City agrees that an employee off work due to a work-related injury shall receive, in lieu of wages, payment equal to:

- 100% of his/her normal net pay for the first three (3) months from the date of the original injury or illness.
- 85% of his/her normal net pay for the fourth (4<sup>th</sup>) through the sixth (6<sup>th</sup>) month from the date of the original injury or illness.
- 75% of his/her normal net pay for the seventh (7<sup>th</sup>) through the twelfth (12<sup>th</sup>) month from the date of the original injury or illness.
- State of Wisconsin rate after twelve (12) months.

#### **Section 5. Funeral Leave**

In the event of death in the employee's immediate family, a maximum of three (3) days of paid funeral leave will be allowed. As used in this section, the term "immediate family" shall mean husband, wife, child, stepchild, parent, mother-in-law, father-in-law, brother or sister registered domestic partner and grandchild of the employee. In the event of death of an employee's grandparent, brother-in-law or sister-in-law, a maximum of one day of paid funeral leave will be allowed.

## **Section 6. Illness in the Family**

Illness in the immediate family shall constitute a valid reason for immediate leave of up to three (3) days per illness, under the following conditions:

- A. A member of the immediate family is ill and it is required that the employee be present to care for the member.
- B. A member of the immediate family is ill and it is required that the employee be present to care for another member of the immediate family who lives in the same household as the ill member, e.g.:
  - a. Spouse or registered domestic partner is ill and the employee's presence is required to care for the welfare and safety of the children.

(NOTE: This paragraph will also apply if an employee's ex-spouse is ill and it is required for the employee to be present to care for the employee's child who lives in the same household as the ex-spouse.)

- C. A member of the immediate family is undergoing major surgery or high risk examinations or treatments.
- D. A member of the immediate family is seriously ill and the attending physician has notified the immediate family to be in attendance. As used in this section, the term "immediate family" shall mean husband, wife, child, stepchild, parent, mother-in-law, father-in-law, brother or sister of the employee. A member of the immediate family does not have to reside in the same household except as indicted in paragraph B above. The employee shall notify his immediate supervisor of the situation and the approximate time of return to work.

**Section 7. Birth Leave** - Birth of an employee's child shall constitute a valid reason for immediate leave of up to two (2) days. The employee shall notify his/her immediate supervisor of the situation and the approximate time of return to work.

**Section 8. Jury Duty** - Employees who have completed their initial employment probationary period and are summoned to serve as jurors shall be paid their regular straight time rate of pay during the time they are actually required to be absent from their job for such jury duty less the compensation paid them for jury duty. The Employer shall grant all employees summoned for jury duty a reasonable amount of time off sufficient to perform their jury duty responsibilities.

Third shift employees shall have the night off prior to their first day of jury duty and shall be assigned to the day shift for the duration of required jury duty. If the employee is released from jury duty prior to the end of 1<sup>st</sup> shift that employee shall report to the KPD supervision for duty assignment.

Employees shall notify KPD Administration of being summoned for jury duty.

## ARTICLE VI - SENIORITY

The **CITY** recognizes seniority for the following purposes:

Seniority is defined as the period of uninterrupted employment in the department from the last date when the employee is hired by the **CITY** and continuing until one of the following events:

- A. Discharge.
- B. Resignation (any employee absent for five (5) consecutive scheduled workdays without notifying the **CITY** of the reason for absence shall be considered as having resigned, except where the employee has a legitimate reason for being absent and a legitimate reason for not notifying the **CITY**.)
- C. Retirement.
- D. Unexcused failure to return to work after the expiration of a vacation period for which Workmen's Compensation was paid or failing to report to work within five (5) days after notice of recall from layoff.
- E. Suspension without Pay - When an officer is suspended without pay seniority time is deducted. This may and has effected the placement of officers within the department. It can impact vacation and shift picks.

**Probationary Period** - New employees shall serve a probationary period of two hundred fifty-two (252) days worked. Probationary employees may be discharged or disciplined at the discretion of the Police Chief or his representative without recourse to any grievance or appeal procedure. Employees hired on or after February 1, 1993 who do not meet the requirements of the Training Standards Bureau of the Wisconsin Department of Justice shall be considered to have resigned effective on the date in which they are not in compliance with such requirements.

Seniority shall be according to classification for selection of annual leave and shift preference. The lowest badge number in each classification shall be the highest seniority for said classification, and the highest badge number shall be the lowest seniority for said classification. In reducing employee personnel in the bargaining unit, the last person hired in the department shall be the first person laid off, and the last person laid off shall be the first person recalled.

Seniority shall not be diminished by temporary layoffs or leaves of absence with or without pay; nor shall seniority be accumulated during such times.

The **CITY** agrees to keep posted on a bulletin board at the Police Department a seniority roster which shall be updated by the **CITY** at least once each year.

## ARTICLE VII - HOURS OF WORK

**Section 1. Work Day** - The standard work day shall be eight (8) hours. An employee shall work eight (8) hours per day which shall be inclusive of a twenty (20) minute paid lunch period. The Administration may establish an employee's daily tour of duty to be eight and one-half (8 1/2) hours with a one-half (1/2) hour non-paid lunch period, or a nine (9) hour tour of duty with a one (1) hour non-paid lunch period provided this is agreeable to the **ASSOCIATION**.

**Section 2. Work Week** - Each employee not on a Monday through Friday work week with Saturdays, Sundays and Holidays off, shall work four (4) days, then receive two (2) days off, then repeat this cycle continuously.

**Section 3. Work Shifts** - There shall be three (3) basic shifts: first, second and third.

The **CITY** shall pay a shift premium of **\$40.00 per month** for every employee whose shift starts at 12:00 Noon or later and **\$80.00 per month** for each employee whose shift starts at 7:00 P.M. or later. Any shift starting at or after 12:00 Noon shall be considered second shift for premium purposes; any shift starting at 7:00 P.M. or after shall be considered third shift for shift premium purposes. Nothing in this article shall be construed to prevent the creation and use of more than three shifts.

The Administration shall assign each employee a shift which designates the starting time and the quitting time. This shall be the employee's permanent shift. The Administration shall have the privilege of changing an employee's shift upon reasonable explanation for a minimum of two (2) scheduled work weeks with advance notice of at least one (1) week. The one (1) week notice shall be waived in the event of an emergency.

For purposes of this section, "emergency" is defined as that situation which presents a threat to life, limb or serious damage to public and private property. This section shall not be abused to the extent that shift privileges accorded seniority employees in a given classification would be lost.

In the event an officer is subpoenaed to attend court in another state and will be gone for more than two (2) days, and the travel has been approved by the Administration that officer shall be assigned to a nine (9) hour tour of duty with a one (1) hour non-paid lunch period. The officer shall remain on his/her current shift rotation and shall be paid at an overtime rate should the time in court exceed the tour of duty or the officer is attending court on his/her while regularly scheduled off day.

**Section 4. Shift Changes** - In the event a vacancy occurs in the classification of Police Officer, Police Canine Specialist, Detective, Court Officer, or Traffic Officer on any particular shift (first, second, third or other), said vacancy shall be filled in the following manner, if there are other employees in same classification involved in the vacancy who desire to fill the vacancy: the highest

seniority employee on the other shifts in the same classification involved in the vacancy will be asked first and in the event this member refuses to fill the vacancy, proceed down the seniority roster in that particular classification until the vacancy is filled. (This provision does not apply to detective or court assignments.) For purposes of this section only, a Police Canine Specialist will be included in the Police Officer seniority list for filling of vacancies in a Police Officer position (nothing in this section shall be construed to abrogate the time commitment agreement entered into by a Police Canine Specialist).

## ARTICLE VIII - LONGEVITY

SECTION 1 - In addition to the compensation provided herein for the employees in the bargaining unit, the CITY shall pay each employee five dollars (\$5.00) per month after five years of service, ten dollars (\$10.00) per month after ten (10) years of service, fifteen dollars (\$15.00) per month after fifteen (15) years of service, twenty dollars (\$20.00) per month after twenty (20) years of service, and twenty-five (\$25.00) per month after twenty-five (25) years of service. Longevity increases shall be effective on the first of the month following the anniversary date and shall be paid on the last day of the month.

SECTION 2 - Employees hired on or after January 1, 1992 shall not be eligible for longevity payments.

## ARTICLE IX - OVERTIME

SECTION 1- The CITY agrees to pay in cash for overtime work at the rate of one and one-half (1-1/2) times the average hourly rate of the employee's overtime. Overtime is any time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime worked at the end of an employee's shift shall be rounded off to the nearest one-half (1/2) hour.

Section 2 - Court Time. The CITY shall pay time and one-half (1-1/2) for all off-duty time spent in court on CITY and State cases and in private civil suits where such appearance is directly related to the performance of duty with a minimum of two (2) hours overtime pay, (three [3] hours straight time pay) for a court appearance. In the event of more than one (1) court case in any one (1) day, the minimum shall apply only to the first court appearance of the day. Subsequent appearances on that day shall be paid on the basis of actual time involved. Overtime in court will be rounded off to the nearest half hour.

The CITY shall not pay witness fees for employees appearing on CITY or State cases or in civil suits. In the event an employee is subpoenaed to appear in a private civil suit during working hours, he shall turn in any and all witness fees received and shall be paid at his regular rate of pay for such duty day. Provisions relative to civil suits shall not apply in litigation wherein the employee is one of the parties to the litigation.

In the event a court case or any other overtime is scheduled at or near the end or less than two (2) hours before the beginning of an employee's tour of duty, this court time or overtime shall be a continuation of said employee's tour of duty and the two (2) hour minimum shall not apply.

**Section 3. Call-In Pay.** A minimum of three (3) hours compensation at time and one-half (1-1/2) is guaranteed to an employee who is requested to and returns for duty at a time when he/she would otherwise not have to be on hand. Overtime will be rounded off to the nearest one-half (1/2) hour.

Whenever practical, overtime hours within divisions and further separated by shift will be assigned on a seniority basis. The shift commander or their designee of a shift in need of manpower, whether that manpower is needed to supplement manpower requirements of that shift or for a special assignment, will attempt to contact the officer with the greatest amount of seniority and offer the assignment to that person. The shift supervisor will continue through the roster of the officers assigned to the shift in need of additional manpower, starting with the officer with the greatest amount of seniority and working to the officer with the least amount of seniority, until sufficient manpower has been located.

If sufficient manpower cannot be located from the officers assigned to that shift, the assignment will be offered to officers assigned to other shifts, with the supervisor attempting to utilize the seniority structure of the Kenosha Police Department, starting the officer with the greatest seniority and working towards the one with the least. However, in doing so, consideration must be given to the time of day and the needs of the department. (Overtime for special events, as designated by the Chief of Police, will utilize the seniority structure of the KPD, starting with the officer with the greatest seniority and working towards the one with the least until sufficient manpower has been located.)

This provision will not mandate any waiting period or require that the supervisor leave a message if he/she can not speak with the officer directly. This provision will not be in effect when an emergency situation exists or during special assignments such as grant-funded activities.

**SECTION 4.** Each year employees may have the option of earning up to 45 hours of compensatory leave in lieu of overtime pay. Employees wishing to exercise this option shall notify the Chief of Police in writing by December 1<sup>st</sup>. Upon receipt of such written notice, the next 30 hours of overtime worked in the year shall be converted to 45 hours of compensatory leave at the rate of time and one-half (1-1/2).

Employees may utilize compensatory leave at anytime prior to November 30<sup>th</sup> of each year so long as the leave balance is not reduced to an amount less than zero. Subsequent overtime earned will again be applied to the employee's compensatory leave balance at the aforementioned rate until reaching 45 hours and paid thereafter. The employee's compensatory leave balance in effect at the close of business on November 30<sup>th</sup> of each year shall be paid at the employee's rate in effect on that date. Compensatory time checks will be paid by December 15<sup>th</sup> of each year. For purposes of interpreting this section, a year begins on December 1<sup>st</sup> and ends the following November 30<sup>th</sup>.

Such compensatory leave may be used at such time as may be approved by the Chief of Police or his designee consistent with the needs of the department and such compensatory leave shall not be granted when the result would, in the sole opinion of the Chief of Police, be inadequate protection for the CITY. For purposes of interpreting this section, a calendar year begins on December 1 and ends the following November 30th.

Distribution of overtime throughout the year will be the responsibility of the Chief or a designated subordinate. The Chief or a designated subordinate shall post on the tab a quarterly report of all overtime worked, which employee or employees worked said overtime, and the amount of hours worked by each. Overtime hours within the divisions shall be divided as equally as possible, except that the Chief or his designated subordinate can assign overtime to particular classifications without regard to equal distribution between the divisions if such assignment requires specialized knowledge or skills.

**Section 5.** Field Training Officer. Those employees assigned as Field Training Officer shall receive a minimum of one-half (1/2) hour of paid overtime in order to complete Daily Observation Reports.

## **ARTICLE X - PAID HOLIDAYS**

The following holidays shall be considered paid holidays: New Year's Day, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, Christmas Eve, New Year's Eve, and Good Friday. These holidays are paid holidays whether they fall on an employee's workday or day off. New Year's, Easter, Independence Day, Labor Day, Thanksgiving and Christmas shall be incorporated into the day off schedule of each employee working the 4-2 and 5-2 work schedule. Christmas Eve, New Year's Eve, Memorial Day and Good Friday and Martin Luther King Day shall be compensated for in the following manner: Each employee be granted a working day off after the holiday has passed, except that as to Memorial Day, every employee who is a veteran of the Armed Services shall be entitled to this day off, but in the event this day falls on an employee's scheduled workday and said employee cannot be spared for this day off and said employee does not wish to have this day off, the employee shall be compensated with one (1) day off at a later date.

Each employee shall be eligible for one (1) floating holiday per year in addition to the above holidays. Such floating holiday may be used at such time as may be approved by the Chief of Police or his designate consistent with the needs of the department.

Employees shall not be permitted to carry more than ninety-six (96) hours of accumulated holiday time off beyond December 31 of each year. However, employees with more than eighty (80) hours of accumulated time as of December 31, 1977, shall be permitted to carry the additional amount in a separate holiday time account which will not be subject to this ninety-six (96) hour limitation.

## ARTICLE XI - VACATIONS

**Section 1. Annual Leave.** Employees who have completed the required number of years of continuous service shall earn annual leave for each month of employment during which they work at least half of their scheduled workdays in accordance with the following tables based on anniversary dates of employment. For purposes of this Section, time paid for shall be considered time worked.

<b>Continuous Years of Service</b>	<b>Days per Year</b>	<b>How Accumulated</b>
<b>Less than one</b>	6	½ day per month
<b>One but less than 10</b>	14	1 day per month except for 1½ days for April, June, August & October
<b>10 but less than 20</b>	21	1¾ days per month
<b>20 or more</b>	26	2 days per month except for 2½ days for April, June, August & October

On January 1 of each year, employees shall be credited with their full annual leave accumulation for that year based upon the above table. It is mutually understood and agreed that such accumulation is an advance credit and any employee who leaves the service of the **CITY** during a year for any reason, except death, shall have his/her vacation accumulation prorated for that year and that any such employee who has used more leave than the prorated amount shall be liable to pay the **CITY**, in cash, for all such additional time off. It is further mutually agreed that the **CITY** is authorized to deduct such payment from the employee's paycheck if necessary.

**SECTION 2.** The vacation periods shall be selected with the highest classification seniority selecting first and then proceed in this manner to the lowest seniority member in each classification.

Vacation selections shall be made from January 1 to April 1 each year. Vacation days can be used one (1) day at a time in accordance with prior procedure. All vacations shall be scheduled taking into consideration the needs of the department.

**SECTION 3.** Continuous service shall not include any period of layoff or unpaid leave of absence except military leave, if required by law.

## ARTICLE XII - PENSIONS

With respect to earnings paid on and after January 1, 1986 to employees covered by this Agreement and the Wisconsin Retirement System, the **CITY** of Kenosha shall pay to the Wisconsin Retirement System, in lieu of an equal amount of the retirement contribution required to be deducted from each payment of earnings to participating employees pursuant to Subsection

II of Chapter 40 of the Wisconsin Statutes, an amount up to seven percent (7%) of the employee's gross earnings. This portion shall be made available to employees who terminate or are terminated from CITY employment as provided for by State Statutes.

### ARTICLE XIII – INSURANCE

SECTION 1. During 2007, 2008 and 2009, the CITY shall pay to an insurance carrier, to be selected by the CITY, the full cost of the single or family contract for a comprehensive hospital/surgical/medical coverage.

Effective January 1, 2012, all employees will be required to pay a five percent (5%) monthly health insurance premium. This contribution will be waived with the employee's participation in the 2011 City provided Health Risk Appraisal (HRA). In future years, employees shall only be required to pay the aforementioned insurance premiums if he/she does not participate in the HRA which takes place in the previous year.

The results of the HRA will not negatively impact the employee's cost of their health insurance or their employment status. Individual results of the HRA will not be made known to City management or other City employees under federal law. Nonetheless, this contractual provision restricts City access and distribution of individual data.

In the event that Local #414 and the City of Kenosha negotiate benefit changes affecting the health and dental insurance benefits in place as of 01.01.10, the KPPA agrees to said terms as a “me too” provision in 2012 (see wages).

SECTION 2. The City shall provide hospitalization and surgical insurance. Benefit levels shall be substantially similar to those provided by United Health Care's Choice Plus Plan provided to all City employees as of January 1, 2007. The parties agree that the City may change health insurance carriers, third party administrators or implement a self-funded health insurance plan if it gives the Association at least thirty (30) days written notice of changes and maintains coverage substantially similar to the prior plan.

Employee Hospital Audit Bonus. The CITY will pay to an employee an amount equal to 50% of the savings, up to a maximum of \$500 per year realized by an employee's discovery of an error or errors in hospital bills other than mathematical errors. If an employee detects an error, the employee is to notify the insurance carrier and substantiate the error and cooperate in the investigation thereof. Payment will be made when the CITY received confirmation that the bill has been adjusted to correct the error.

SECTION 3. The CITY agrees to investigate all complaints of Employees in regard to failure of the insurance carrier to make payments for the coverage provided in its policy with the CITY.

SECTION 4. Employees who have exhausted their annual and compensatory leave and are on a

maternity leave of absence shall have the group health insurance being paid by the **CITY** as provided in Section 1 above continued for the first three (3) months of said leave of absence. Thereafter, they may continue to participate in the group health insurance provided that they assume the full payment of the premium.

**SECTION 5.** Any employee retiring prior to age sixty (60) shall have the privilege of retaining such health insurance coverage provided he shall so notify the Police Chief thirty (30) days before his retirement date and provided further that each retiring employee who elects to continue said coverage shall pay the entire cost for such coverage and shall be billed directly by the insurance company.

Any employee retiring on or after January 1, 1974, shall have the privilege of retaining such health insurance, the premium cost up to the amounts specified in Section 1 above being paid by the **CITY** from the first of the month following the retiree's sixtieth (60th) birthday until either the retiree becomes eligible for other paid hospital-surgical insurance, becomes eligible for Medicare.

**SECTION 6.**

- A. Any employee voluntarily retiring on or after January 1, 1976, upon reaching the age of fifty-five (55), shall have the privilege of retaining **CITY** hospital-surgical insurance, the premium cost up to the amounts specified in Section 1 above being paid by the **CITY** from the first of the month following such employee's retirement until either the retiree becomes eligible for other paid hospital-surgical insurance, becomes eligible for Medicare or other government furnished hospital-surgical insurance.
- B. Any employee voluntarily retiring on or after January 1, 1994 with fifteen (15) years of service, upon reaching the age of fifty-three (53), shall have the privilege of retaining **CITY** hospital-surgical insurance, the premium cost up to the amounts specified in Section 1 above being paid by the **CITY** from the first month following such employee's retirement until either the retiree becomes eligible for other paid hospital-surgical insurance, becomes eligible for Medicare or other government furnished hospital-surgical insurance.
- C. Any retiree under A above who has reached the age of fifty-five (55) but not reached the age of sixty-five (65), who has become eligible for other hospital-surgical insurance and loses the eligibility, shall, upon written request to the City Director of Human Resources, be reinstated in the City's hospital-surgical insurance plan without a physical examination or waiting period. The premium cost up to the amounts specified in Section 1 above shall be paid by the **CITY**.
- D. Any retiree under B above who has reached the age of fifty-three (53) but not reached Medicare eligibility who has become eligible for other hospital-surgical insurance and loses the eligibility, shall, upon written request to the City Director of Human Resources, be reinstated in the City's hospital-surgical insurance plan without a physical examination or waiting period. The premium cost up to the amounts specified in Section 1 above shall be paid by the **CITY**.

**SECTION 7.** - The family of any employee who dies on or after January 1, 1972, shall have the privilege of retaining such family health insurance coverage; such coverage to be paid for by the CITY, up to the amounts specified in Section 1 above, until said spouse remarries or until the date the deceased employee would have attained the age of sixty (60) years.

**SECTION 8.** - Retirees shall receive the same health insurance benefits as active employees.

**SECTION 9. - Duty Disability** - Effective January 1, 2004, employees in active service who commence receiving a duty disability retirement allowance (as defined in Section 40.65 of the Wisconsin State Statutes), shall be entitled to City paid health insurance so long as they continue to receive such duty disability retirement allowance and so long as they are not eligible for Medicare. Such qualifying employee is only eligible for single health insurance coverage. The City will contribute an amount up to the subscriber cost for single enrollment in the least costly plan offered to City employees. Should the employee wish to enroll in a more expensive plan, the employee shall pay to the City the difference between the two plans. Such qualifying employee must not be eligible for health insurance benefits through his/her current employer.

In the event that an employee in active service should receive a final disability rating of 75% (body as a whole), said employee shall be eligible for City paid family health insurance subject to the same terms as identified in the preceding paragraph.

Families of employees who die in the line of duty shall be entitled to city paid family health insurance.

**SECTION 10. - Life Insurance** - The CITY shall provide and pay premiums for a term life insurance policy in the amount of the employee's annual salary rounded off to the next highest one thousand dollars (\$1,000). Said life insurance policy shall be equivalent to the life insurance policy provided through Minnesota Mutual Life Insurance Company, State of Wisconsin Group Insurance, Policy Number 037109. Effective not earlier than January 1, 1998, the CITY will allow added participation in the State of Wisconsin Life Insurance Program in the supplemental and additional plans. The employee will make 100% of the contribution required under the supplemental and additional plans.

## **ARTICLE XIV - COMPENSATION FOR POLICE OFFICERS COMPLETING SPECIALIZED TRAINING**

**SECTION 1.** - In addition to the compensation to be paid the employees as set forth in the previously referenced Exhibit A attached hereto and made a part of this Agreement, it is agreed that any Officer who has completed the first half of the Police Science course in a recognized institution, with a minimum of thirty-three (33) credits, shall receive an additional fifteen dollars (\$15.00) per month pay increase.

SECTION 2. - Any Officer who has completed the entire course and has received an Associate Degree shall be entitled to an additional twenty dollars (\$20.00) per month pay increase over the above pay increase provided for completion of the first half of the course.

SECTION 3. - Any Officer who is attending a recognized institution in a degree program in police science, police administration, corrections, law enforcement, criminology, criminalistics, penology, correctional or public safety administration, law enforcement technology, criminal justice, sociology, or psychology and who has completed a minimum of forty-five (45) credits acceptable to the institution as applying to said degree program, shall receive an additional fifteen dollars (\$15.00) per month pay increase.

SECTION 4. - Any Officer who is attending a recognized institution in a degree program in any of the fields listed in Section 3 above and who has completed a minimum of seventy-five (75) credits acceptable to the institution as applying to said degree program shall receive an additional twenty dollars (\$20.00) per month increase over and above the pay increase provided for in Section 3 above.

SECTION 5. - It is mutually understood that the benefits provided in Sections 1 and 2 above and the benefits provided in Sections 3 and 4 above are not cumulative and that the maximum amount of additional compensation any employee may receive under this Article is fifteen dollars (\$15.00) per month under Section 1 or 3 above or thirty-five dollars (\$35.00) per month under Section 2 or 4 above.

SECTION 6. - Any Officer who receives a bachelor's degree from a recognized institution in any of the fields listed in Section 3 above shall receive an additional fifteen dollars (\$15.00) per month for a total of fifty dollars (\$50.00) per month.

SECTION 7. - Employees complying with any provision of this Article shall not receive any additional pay until they have completed their probationary period.

SECTION 8. - No pay increases granted pursuant to the above shall be allowed until the Officer has supplied the Police Chief with satisfactory proof of the number of credits or the Associate Degree above referred to. No tuition or compensation time will be granted for attending school. The added compensation herein provided shall not be retroactive.

SECTION 9. - The provisions of this Article XIV shall not apply to employees hired on and after January 1, 1986.

**ARTICLE XV - SALARIES, CLASSIFICATIONS, PROMOTIONS AND  
COMPENSATION PLAN**

The salaries and the step procedures for employees in the unit for the calendar years 2007, 2008 and 2009 are set forth in Appendix A attached hereto and made part hereof as fully as though set forth in this article.

**ARTICLE XVI - COST OF LIVING ADJUSTMENT**

- A. A cost of living adjustment shall be granted as described below to all full-time employees of the bargaining unit who are employed as of the effective date of each such adjustment.
- B. The Consumer Price Index, as used in this article, shall refer to the Consumer Price Index for Urban Wage Earners and Clerical Workers - United States, all items (1967=100) published by the Bureau of Labor Statistics, U.S. Department of Labor.
- C. Effective with the first pay period beginning on or after January 1, 1984; and thereafter during the life of the contract, a cost of living adjustment, if applicable, shall be made quarterly, with the first pay period beginning on or after each April 1, July 1, October 1 and January 1.
- D. Such cost of living adjustment shall be an amount equal to \$1.73 per month for each full .3 of a point change in the Consumer Price Index from November to February for the April adjustment, from February to May for the July adjustment, from May to August for the October adjustment, from August to November for the January adjustment, for all hours of actual work, provided, however, that such amount shall not exceed \$20.76 per month. Paid time off shall be considered as hours of actual work for purposes of this article.
- E. The cost of living adjustment shall be made either up or down based on the changes listed above, but no decrease shall result in a reduction of the wage rates listed in Appendix A of this agreement.
- F. The above cost of living adjustments shall be considered a fund separate from wages or salary and shall not be used to calculate salary, wages, overtime or other benefits or payments of any kind which are based on employees' compensation or wage rate.
- G. Effective December 31, 1984 and December 31, 1985, the cost of living adjustment in the fund, rounded to the nearest dollar, shall be applied to and made a part of the base wage or salary for each classification and shall be eliminated from the fund.

- H. In the event that the Bureau of Labor Statistics does not issue the appropriate index on or before the beginning of one of the pay periods referred to in paragraphs C and D, the adjustments listed above shall be made at the beginning of the first pay period after receipt of the Index. Continuance of the cost of living adjustment shall be contingent upon the availability of the Index in its present form, unless otherwise agreed upon by the parties. If the form or basis of calculating the Index is changed, the parties agree to ask the Bureau of Labor Statistics to make available, for applicable periods during the term of this agreement, an Index in the form and calculated on the same basis as the Index listed above. If the Bureau of Labor Statistics is unable or unwilling to supply the applicable Index described above, both parties shall negotiate a system by which the cost of living adjustment will be maintained.
  
- I. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month on the basis of which the adjustment shall have been determined.

## ARTICLE XVII - CLOTHING ALLOWANCE

SECTION 1. - The **CITY** shall pay in full the clothing replacement costs for all uniformed personnel. Each new employee will furnish the initial outlay of uniforms at his/her own cost. The **CITY** shall pay in full the clothing replacement costs for all plainclothes employees up to an annual limit of \$340 per employee. Such amount shall be increased to \$360 effective January 1, 2001, to \$380 effective January 1, 2002 and \$400 effective January 1, 2003. Plainclothes personnel who have clothing damaged while on duty shall receive full replacement for said clothing over and above these limits.

SECTION 2. - The Shift Commander shall inspect clothing no longer serviceable and direct the employee to purchase new items at the vendor of his/her choice and the **CITY** shall make full payment for said items except when the following condition exists:

In the event the Purchasing Agent of the **CITY** of Kenosha receives a bill for an item of clothing which he/she feels is unreasonable, he/she shall have the right to refuse payment of said item and shall notify the employee of said refusal unless it can be satisfactorily explained to said Purchasing Agent. Upon final refusal of the **CITY** to pay for an item of clothing, the employee shall have the right to file a grievance under the procedures set forth in Article IV of this agreement.

SECTION 3. - Employees shall receive a \$30 per month dry cleaning allowance. This allowance shall be paid by November 15. To be eligible for the \$30 monthly allowance, the employee must work at least half of his/her regularly scheduled work days in the month. For purposes of this section, time paid for shall be considered time worked. Effective January 1, 2005, the \$30 per month dry cleaning allowance shall be increased to \$37 per month. Effective January 1, 2006, this allowance

shall increase to \$44 per month. Effective January 1, 2010 said allowance will be frozen and resume on January 1, 2011.

### **ARTICLE XVIII - OTHER AGREEMENTS**

The **CITY** agrees not to enter into any Agreement or contract with its employees covered by this Agreement individually or collectively which in any way conflicts with the terms and provisions of this Agreement unless agreed to by the **ASSOCIATION**.

Neither party shall terminate or modify any terms of this Agreement or conditions of employment of the employees subject to this Agreement during its term, unless mutually agreed to.

### **ARTICLE XIX - MAINTENANCE OF STANDARDS**

The **CITY** agrees that all conditions of employment in the unit of bargaining covered by this Agreement relating to wages, hours of work, overtime, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement. As to any item not covered by this Agreement, reference may be made by either party to past procedure, departmental policy, **CITY** ordinances or resolutions and State Statutes as guidelines in attempting to settle a particular dispute.

### **ARTICLE XX - CHANGES IN OPERATIONS**

If the **CITY** seeks to introduce major changes in operations which might result in loss of employment for regular, full-time employees covered by this Agreement, the **CITY** shall first meet and review such changes with the **ASSOCIATION** in an effort to minimize the possible economic hardship involved.

### **ARTICLE XXI - BENEFICIARIES PAY**

The designated beneficiary or estate of any employee killed in the line of duty shall receive a lump sum equivalent to one (1) year's regular pay of such deceased employee's pay in addition to any and all compensation to which his estate may be otherwise entitled. In lieu of receiving such pay in a lump sum, the designated beneficiary or estate may, provided a written notice thereof is given to the Personnel Office within two (2) weeks after such employee's death, elect to receive such one (1)

year's regular pay in twenty-four (24) equal semi-monthly installments, such payments to begin in the month after the month such employee dies. Every employee shall execute a beneficiary form supplied by the CITY designating a specific beneficiary or beneficiaries.

## ARTICLE XXII - NO STRIKE

SECTION 1. - The ASSOCIATION agrees, individually and collectively, not to strike, slowdown, engage in mass sick calls, or in any other manner impede the full working efficiency of the CITY Police Department, including refusals to perform customarily assigned police duties, including overtime.

SECTION 2. - The ASSOCIATION shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 1.

SECTION 3. - Participation by employees in the actions prohibited by Section 1 shall be basis for disciplinary actions including discharge.

SECTION 4. - The acts prohibited in Section 1 are hereby deemed illegal and a violation of this Agreement.

SECTION 5. - In the event of any strike, slowdown, mass sick call, interruption of work or interference of operations of the Police Department prohibited in this article, the CITY shall notify the ASSOCIATION thereof and the ASSOCIATION shall give notice to the employees involved that they are in violation of this Agreement and shall end such activity.

## ARTICLE XXIII - GENERAL

SECTION 1. - All employees may be placed on a direct deposit system at the discretion of the CITY. The CITY will provide a thirty (30) day notice of such change.

SECTION 2. - There shall be no regularly scheduled formal training on Saturdays, Sundays or Holidays.

SECTION 3. - The CITY shall make available to the ASSOCIATION two bulletin boards for the purpose of posting notices relating to ASSOCIATION business.

SECTION 4. - Any written evaluation of an employee's work performance or any written disciplinary action will be presented to the employee involved.

SECTION 5. - Any employee may examine his/her employee file upon request to the Chief. The Chief, however, may retain the confidentiality of any medical or psychological reports.

**ARTICLE XXIV - SEPARABILITY**

1. The provisions of this Agreement are deemed to be separable to the extent that if and when a court or governmental agency of competent jurisdiction adjudges any provision of this agreement to be in conflict with any law, rule, or regulation issued thereunder, such decision shall not affect the validity of the remaining portion of this Agreement, but such remaining provisions shall continue in full force and effect.
  
2. It is further provided that in the event any provision or provisions are so declared to be conflicting with such law, rule, or regulations, both parties shall meet within thirty (30) days for the purpose of re-negotiating the provision or provisions so invalidated.

**ARTICLE XXV - DURATION**

**SECTION 1.** - This Agreement shall be in full force and effect from January 1, 2010 to December 31, 2012, inclusive and shall continue from year to year thereafter unless written notice of the desire to cancel, amend, or terminate the Agreement is served by mail by either party upon the other at least ninety (90) days prior to the date of expiration.

For the purpose of this contract, no wording has been changed from previous contracts unless by mutual agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**KENOSHA PROFESSIONAL  
POLICE ASSOCIATION**

**CITY OF KENOSHA**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**APPENDIX A**

**RANKS AND WAGES**

**KENOSHA PROFESSIONAL POLICE ASSOCIATION**

**A. EFFECTIVE JANUARY 1 OF EACH YEAR**

**POLICE OFFICER**

**(4-2) – Monthly Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>2010</b>	4,174	4,341	4,530	4,658	4,789	4,887	5,032	5,182
<b>2011</b>	4,174	4,341	4,530	4,658	4,789	4,887	5,032	5,182
<b>2012</b>	4,257	4,428	4,621	4,751	4,885	4,985	5,133	5,286

**DETECTIVE / TRAFFIC OFFICER / COURT OFFICER**

**(4-2) – Monthly Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>2010</b>	4,980	5,066	5,168	5,323	5,482
<b>2011</b>	4,980	5,066	5,168	5,323	5,482
<b>2012</b>	5,080	5,167	5,271	5,429	5,592

**B. EFFECTIVE JANUARY 1 OF EACH YEAR**

**POLICE OFFICER**

**(5-2) – Monthly Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>2010</b>	4,216	4,385	4,576	4,703	4,837	4,934	5,085	5,234
<b>2011</b>	4,216	4,385	4,576	4,703	4,837	4,934	5,085	5,234
<b>2012</b>	4,300	4,473	4,668	4,797	4,934	5,033	5,187	5,339

**DETECTIVE / TRAFFIC OFFICER / COURT OFFICER**

**(5-2) – Monthly Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>2010</b>	5,029	5,118	5,222	5,376	5,537
<b>2011</b>	5,029	5,118	5,222	5,376	5,537
<b>2012</b>	5,130	5,220	5,326	5,484	5,648

*In the event that Kenosha Firefighters, Local #414 receives an across the board increase of greater than 2%, the 2012 salary rates shall be modified to reflect said increase.*

## **Lead Evidence Technician**

Those employee(s) assigned as a Lead Evidence Technician shall receive an additional \$75 per month if they are assigned to such duty more than 50% of their work hours during the month.

## **Motorcycle Pay**

Those employees assigned to motorcycle duty shall receive an additional \$30.00 per month if they are assigned to such duty more than 50% of their work hours during the month.

## **Street Crimes Unit**

Any employee below the classification of Detective, Traffic Officer or Court Officer shall receive an additional \$30 per month if they are assigned to such duty more than 50% of their work hours during the month.

## **Accident Investigation Unit**

Any employee below the classification of Detective, Traffic Officer or Court Officer shall receive an additional \$30 per month if they are assigned to such duty more than 50% of their work hours during the month.

## **Senior Patrol Officer (new)**

Effective January 1, 2011, any member in the department classified as a police officer with a minimum of 9 years of continuous KPD service shall have the opportunity to test for recognition of Senior Patrol Officer. Those officers successfully passing the test with a score of 75% or more shall receive a 1% increase in pay upon reaching their 10 year anniversary date. Said test will be offered annually. An officer is only required to successfully pass the examination once to be eligible for the 1% increase.

Those officers who have successfully passed the written examination will be eligible to participate in a career development certification program. Said program will be developed and/or approved by KPD Administration. Upon successful completion of this certification program, eligibility for an additional 1% increase in pay will occur upon the officers reaching their 20 year anniversary date.

(All officers with 20 years of continuous KPD service prior to December 31, 2010 will be exempt from participation in certification program. Upon their successful completion of the written exam, said officers will receive a 2% increase in pay.)

As it respects eligibility for the aforementioned wage increases, any employee who has 9 or more sick leave occurrences within a calendar year, will not be eligible for any increase for the following year under this provision. Supervision of said wage increase will be lifted upon the employees year-end calendar sick leave falling below 9 occurrences. The reinstated increase will be effective January 1 of the following year.

**Step Procedures:**

A Police Officer will remain in Step A until one (1) year of service is completed. He/she will then move to Step B. Upon completion of one (1) year in Step B, he/she will advance to Step C. Subsequent steps shall be achieved in the same manner until the maximum of the pay range has been achieved.

An employee appointed or promoted to a rank higher than Police Officer will receive a salary increase to whichever step in the new rank is next above the employee's current salary. After ninety (90) days, the employee will advance to the next step in the salary range. After serving for twelve (12) months in that step, the employee will be eligible for the next step in the salary range. Subsequent steps, if any, will be achieved in twelve (12) month intervals until the maximum of the pay range has been achieved.

An employee appointed or promoted to any position above the rank of Police Officer shall serve a one (1) year probationary period, during which time he/she may be returned to his her previous position should his/her ability to handle the new work prove unsatisfactory.

## APPENDIX B

### General Rules And Regulations Of The Department Of Police

#### Kenosha, Wisconsin

Glossary

#### ABSENCE WITH LEAVE

A period during which an officer is authorized by the Chief of Police to be absent from his regular duties with pay.

#### BEAT

A district, the boundaries of which are definitely established, assigned to a police officer for supervision during his tour of duty.

#### COMMANDING OFFICER

A superior officer being in rank, either temporarily or permanently, of Captain or higher.

#### SHIFT COMMANDER

A superior officer being in rank, either temporarily or permanently, of Sergeant or higher.

#### GENERAL ORDER

A permanent order issued by the Chief of Police, not relating to a specific circumstance or situation.

#### LEAVE OF ABSENCE

An extended period during which an officer is excused from active duty as authorized by the Chief of Police during which time he receives no pay.

#### LENGTH OF SERVICE

Shall be from date on which the oath of office was last administered or the latest date of appointment to the department.

#### MEMBERS OF THE DEPARTMENT

Members of the department include all personnel on the Police Department roster, including law enforcement officers and civilians.

#### OFF DUTY

That rest period when an officer is free from specific duties.

#### OFFICER

A generic term applied to every law enforcement officer of the department regardless of sex, rank, division or duty.

### **ACTIVE DUTY**

That period when an officer is actively engaged in the performance of his duties.

### **ORDER**

Instructions given by Sergeant or higher officer to an officer of lower rank or less seniority.

### **RANKING OFFICER**

Officer having highest rank or grade Officers of the same grade shall rank according to date of appointment to that grade unless otherwise ordered by the Chief of Police. When two or more officers are appointed to the same grade on the same date, they shall rank in the order of position on the panel established by the Police and Fire Commission. When two or more officers are on duty together, the officer of the highest rank is in command and will be held responsible. When two Police Officers are at a scene, the senior officer will be responsible. For a special detail and for a specific period, an officer may be designated by the commanding officer to take command without regard for rank.

### **REASONABLE**

The standard of "reasonable" behavior called for by these policies looks to examine the individual officer's action in terms of how a rational and prudent officer would conduct himself in any given situation. When questions of what is "reasonable" arise, the officer should ask himself, "What would a rational and prudent officer do after considering and weighing all the circumstances in this". In making such judgments the officer should balance considerations of his own personal safety, the safety of the public, the protection of the rights of individuals, and law enforcement needs of the community.

### **REPORT**

A written communication unless otherwise specified. It may be a verbal report, but must be confirmed by a written communication upon request of a supervisor, shift commander, Assistant Chief or the Chief of Police.

### **SICK LEAVE**

That period during which an officer is excused from duty because of illness, bodily injury, exposure to contagious disease, or death in the immediate family.

### **SPECIAL DUTY**

Police service which by its nature requires that an officer be excused from the performance of his/her regular duties.

### **SPECIAL ORDER**

An order issued by the Chief of Police to cover some specific circumstance or situation

### **SUPERVISING OFFICER**

A generic term applied to every officer having supervision, either temporary or permanent, over officers of lower rank.

### **THROUGH OFFICIAL CHANNELS**

Through the hands of the commanding officers or chain of command. Sergeants, Lieutenants, Captains, and Assistant Chiefs are all charged with the responsibility of supervising, directing and controlling the work of the Kenosha Police Department. Each is fully responsible for all actions of subordinates under his command as prescribed by the Chief and appropriate ordinances and laws.

All communications upward or downward will strictly comply with the chain of command. That is to say, patrolmen will transact their business through their immediate supervisor, who will process them through their Shift Commander or Commanding Officer, who will in turn refer them to the Assistant Chief, who will forward them to the Chief. Going down the chain of command, all matters referred to the Assistant Chief will, if appropriate, be referred to the Shift Commander for resolution.

## RULES OF CONDUCT

- I. ALL SWORN AND CIVILIAN MEMBERS OF THE DEPARTMENT, WHILE ON OR OFF DUTY, AT ALL TIMES, SHALL:
  - a. Familiarize themselves with the Rules of Conduct and the provisions of the Policy and Procedure Manual; and shall be accountable for compliance with them. Violations of the Rules of Conduct or the provisions of the Policy and Procedure Manual may result in disciplinary action subject to the provisions of the labor agreement. Disciplinary charges that result in a hearing before the Police and Fire Commission may result in suspension or termination of employment.
  - b. Obey all local, State and Federal laws, rules and regulations.
  - c. Obey all Court process and orders.
  - d. Appear in Court or at hearings with respect to City related matters upon the request of the City Attorney, District Attorney, Attorney General or Police and Fire Commission, and cooperate fully with said offices in the performance of their duties and in the administration of justice.
  - e. Obey all orders, directives, instructions, and operating procedures as contained in the Kenosha Police Department's Policy and Procedures and as may be amended or added to from time to time which are not mandatory subjects of bargaining.
  - f. Not solicit or receive anything of value for the performance of police related services over and above the specified wages, salary and fringe benefits of their position, except for civic awards or commendations of nominal monetary value received for meritorious service to the community.
  - g. Not speak to detective or undercover personnel of the Department or of another Department and working with the Department outside police headquarters unless first acknowledged by the detective or undercover officer or under social circumstances during non-working hours where there is no danger of interfering with such an officer's civilian cover.
  - h. Off-duty employees, while in the Public Safety Building, shall not speak to a supervisory officer in a disrespectful manner.

II. ALL SWORN AND CIVILIAN MEMBERS OF THE DEPARTMENT, WHILE ON DUTY, AT ALL TIMES, SHALL:

- a. Be courteous and respectful to higher ranking authority, to always address them by their rank or rank and surname in the presence of the public and at formal meetings.
- b. Be courteous and respectful to other members of the department and to the general public.
- c. Obey all orders, instructions and directives issued by persons in higher authority, except for those which are illegal, and shall not perform those which are obviously illegal. An illegal order, instruction or directive is one which would result in the commission of a felony, misdemeanor, or ordinance violation or which would result in the deprivation of another's civil rights. Any employee receiving an illegal order, instruction or directive must report it promptly through the normal chain of command and also to the Chief of Police.

Any legal order, instruction, or directive defined as one which is not illegal which the employee believes to be improper or without authority must be carried out but can be grieved later.

- d. Be competent, efficient, and exercise common sense in the performance of their duties.
- e. Furnish unit and/or badge number to anyone who requests said information.
- f. Not smoke or use any tobacco products while dealing with the public or at the Police counter.
- g. Supply their addresses and telephone numbers to the office of the Chief of Police immediately upon initial employment or immediately when any change thereof occurs.
- h. Not consume liquor or fermented malt beverages except while necessary in undercover work where taken in quantities insufficient to substantially affect the senses. Any product consumed which substantially affects the senses must be reported forthwith and immediately to the commanding officer.
- i. Not bring liquor, fermented malt beverages, or illegal drugs into the Police Administration or other government building unless it is being held as evidence or being entered into the evidence property room.

- j. Bring all evidence and lost or abandoned property into the property room of the Police Department as soon as practicable upon coming into possession of said items and if the size of the item will not so permit, said items shall be taken to a place of safe keeping and the commanding officer so notified in writing.
- k. Report promptly to place of assignment. A uniformed officer must be in regulation uniform unless otherwise ordered by the Chief of Police, Assistant Chief, Captain of the Detective Bureau, Commanding Officer or Shift Commander. Non-uniformed personnel must be attired as directed by Deputy Chief of the Investigations Bureau.
- l. Be neat and clean, exercising good manners at all times.
- m. Not leave place of assignment or duty without being so directed by person in higher authority in chain of command or dispatcher.
- n. Not leave the City with a City vehicle except where necessary to go from one part of the City to another while on official police duty by the most direct route without the consent of a person in higher authority in chain of command or dispatcher.
- o. Not sleep.
- p. Answer all job related questions from higher authority promptly, completely, and truthfully, except as provided in the Police Officer's Bill of Rights.
- q. Submit all written or oral reports requested by higher authority promptly, completely, honestly, and factually in all respects, except as provided in the Police Officer's Bill of Rights.
- r. Report all known violations of local, State or Federal law, or Department Rules of Conduct committed by members of the Department to the Shift Commander, Assistant Chiefs, and the Chief of Police.
- s. Not engage in conduct which would be demeaning to the Department or unbecoming of an officer thereof.
- t. Not be a member of any organization which has goals which may or could require the violation of the Oath of office.
- u. Devote full time and attention to Department business.
- v. Not divulge telephone numbers or addresses of members of the Department to persons who are not members of the Department. Such information may be provided to the Offices of the City Attorney, District Attorney or Attorney General, where needed for

the exercise of the duties of such office, provided the member receiving the request is convinced of the identity of the caller.

**III. ALL SWORN MEMBERS OF THE DEPARTMENT, AT ALL TIMES, WHILE ON DUTY, SHALL:**

- a. Respond promptly and carry out all legal assignments.
- b. Submit all required reports before ending tour of duty, except where approved by the Shift Commander.
- c. Not enter a place selling liquor or fermented malt beverages, except on patrol check or police business, while consuming meals where food is served, or for reason of personal necessity.
- d. Not recommend any specific professional or commercial service.
- e. Not wear uniform while on suspension.
- f. Not publicly speak or divulge information to persons outside the Department, except the Mayor, on matters in which the department is or may be involved in an investigatory capacity, trial, administrative hearing or disciplinary action, outside of the scope of labor negotiations, where such expression does not involve a matter of public concern or where expression is extremely disrespectful or grossly offensive. Further, such public speaking and divulging of information is prohibited where such public speaking and divulging of information:
  1. Will disrupt discipline and harmony in the Department;
  2. Will breach a great need for confidentiality;
  3. Might be difficult to confirm due to a presumed greater access of facts by the speaker;
  4. Will interfere with the proper performance of the duties of the speaker;
  5. Relies on statements which are so unfounded that the speaker's basic capability to perform his duties is called into question; and,
  6. Will jeopardize a close, personal working relationship requiring personal loyalty and confidence.

**IV. ALL SWORN MEMBERS OF THE DEPARTMENT, AT ALL TIMES, SHALL:**

- a. Assist all other Kenosha Police Department Officers, when requested to do so, in the performance of police duties.
- b. Posses a valid driver's license and promptly notify the Chief of Police of the lack of renewal, suspension, or revocation of the same.
- c. Enforce all local, State and Federal laws, rules and regulations, and do what is in their power to prevent violations thereof.

**GOVERNING POLICE OFFICERS' OFF-DUTY OCCUPATIONS**

1. Any member of the Kenosha Police Department, other than civilians, who wish to engage in secondary employment at any time, including furlough periods, will submit a Notice for Secondary Employment to his commanding officer. The notice will be submitted in four (4) copies on a departmental form to be provided.
2. The commanding officer will indicate his recommendation on the forms and forward all copies through channels to the Chief of Police.
3. The Chief of Police will review the notice for secondary employment.
4. The original notice will be filed in the member's personnel file, with one copy sent to the Police and Fire Commission, and one copy returned to the member indicating approval or disapproval, and if disapproved, the reasons for the disapproval.
5. If the notice is approved, the commanding officer will be promptly advised and the member will initial this copy. It will then be filed in the secondary employment file provided for that purpose.
6. Members of the Kenosha Police Department will be permitted to engage in secondary employment except:
  - a. Where the secondary employment or the place where it is performed are reasonably likely to bring either the department or the applicant into disrespect, to involve the applicant in violations of the Rules of Conduct, or to create a conflict of interest.
  - b. Where the secondary employment of a 5-2 police officer cannot exceed 25 hours in a work week and a 4-2 police officer cannot exceed 20 hours in a work week. A duty week is considered "work days" only. A maximum of five (5) hours will be allowed per "work day."

- c. Applicants for bartender's license.
  - d. Applicants for tavern licenses.
  - e. Application for off-duty work while in K.P.D. uniform.
7. Any secondary employment which may involve the exercise of law enforcement powers will require an agreement that no compensation will be paid by the city for arrests, court appearances or other matters arising out of such secondary employment.
  8. At any time during an employee's secondary employment, the Chief may notify the employee that the Chief now believes the employment violates #6 above.
  9. All members who desire to engage in secondary employment must recognize that their primary duty, obligation and responsibility are to the Kenosha Police Department. Members are subject to call at any time for emergencies, special assignments or overtime, and no secondary employment may infringe upon this obligation.

**RULES AND REGULATIONS  
COVERING SICKNESS IN THE FAMILY, HOLIDAY LEAVE, COMPENSATORY TIME,  
FUNERAL LEAVE, LEAVES OF ABSENCE, EDUCATION LEAVE AND MILITARY LEAVE**

**POLICY**

The Kenosha Police Department will grant leaves and process leave requests with due regard for the efficient operation of the department, the best interest of the personnel, and in conformance with the procedures set forth in the employee contract where applicable.

**PROCEDURE**

The following procedures will be adhered to when reporting sickness in the family and unable to report for duty and when requesting holiday leave and compensatory time off.

**SICKNESS IN THE FAMILY**

1. Officers will notify the Commanding Officer no later than one hour before their shift starting time if they cannot report for duty due to sickness in their family. members of the family are determined in accordance with the contract. The notification to the Desk Sergeant or Supervisor should be made as early as possible and will be logged in the roll call book.
2. If it is known by the officer that the absence from duty due to sickness in the family will exceed one tour of duty, he/she will report the estimated leave time to the Shift Commander.

**HOLIDAY LEAVE - COMPENSATORY TIME GRANTED**

1. Holiday leave and accumulated compensatory time will be granted at the discretion of the Commanding Officer.
2. The Commanding Officers at their discretion may grant a request for holiday leave or compensatory time off any time prior to an officer's starting time if circumstances warrant it.
3. No holiday leave or compensatory time off will be granted if the minimum staffing requirements are not met.
4. For the purpose of this procedure, the Captain is the Commanding Officer of the Investigative Bureau and Captains assigned to the Patrol Division are Commanding Officers.

## **FUNERAL LEAVE**

1. In the event of a death in the family, as defined by the K.P.P.A. contract, all officers will report their intention to be absent from duty to the Commanding Officer on duty at the earliest possible time. The Commanding Officer will notify the Chief of Police.

## **LEAVE OF ABSENCE EDUCATION LEAVE - MILITARY LEAVE – HEALTH LEAVE**

### **Leave Application Process**

A general leave application form must be submitted and approved by the Commanding Officer prior to taking any leave. In emergencies the general leave application form shall be completed immediately upon the Officer's return to duty.

### **Rules and Regulations**

#### **Covering Annual Leave Picks**

1. Selection of annual leave will be made between January 1 and April 1 of every year. The first and subsequent vacation picks shall consist of no more than two consecutive weeks.
2. Officers selecting annual leave will be made on the basis of an officer's seniority in his/her division; officers with the most seniority choosing first.
3. A vacation choice is not to exceed 14 consecutive calendar days between June 1 and September 14 of every year except for second and subsequent picks.
4. After all officers on a shift have made their first vacation choice, a second vacation choice may be made on a seniority basis to reserve additional annual leave time.
5. No more than 4 police officers from each patrol shift may select full week vacation periods at one time, and no more than 3 police officers from each investigation shift, including uniform and investigative shifts. A full week vacation is 7 calendar days.

1st 10 police officers to make selection by March 10

2nd 10 police officers to make selection by March 20

The remaining police officers are to make selection by March 31.

6. For purposes of selecting vacations (including one day picks) within the uniform services, Motorcycle Officers and Canine Specialists will select with the shift wherein the majority of their hours of duty fall, i.e. first, second, or third shift.
7. Detectives will select their vacations by shift.
8. Officers may elect to select all or part of their annual leave one day at a time. Selecting full week vacations will have priority over officers selecting one day vacations.
9. In the event officers wish to split their vacation, said officers will sign once and work out their vacation with whom they split. The officers will be held responsible to inform the Desk Sergeant so that proper entry can be made.
10. Each Shift Commander will fill out the vacation schedule for his/her shift strictly according to seniority. Officers are to contact their Commanding Officer to select their vacation period.
11. Annual leave will not be considered granted until the leave application form has been submitted and approved by the uniformed division Commanding Officer, or the Commanding Officer in the Investigative Bureau.
12. Vacations may be cancelled by the Chief of Police if an emergency exists.
13. If unavoidable to schedule court appearance to not coincide with vacations. Police Officers are expected to report for court appearances during vacation periods unless excused by the issuing authority.
14. If any Police personnel, including civilians, want to request a carryover of annual leave, they must submit their request in writing on the attached form prior to September 1st of each year. The form is to be submitted to the Commanding Officer, who will forward it to the Chief of Police with a recommendation to concur or deny the request. The Chief of Police will make his decision and will forward his recommendation to the office of the Mayor for final action. Permission to carry over annual leave will only be granted in extenuating or emergency situations.
15. As soon as the Shift Commander has approved the Police Officer's leave, the Police Officer will fill out a court notification form so the Court Officers can notify their respective courts so that scheduling of contested matters can be made without necessitating adjournment because of unavailability of officers.

## **Covering Request for Days Off**

1. Effective this date, officers of the Kenosha Police Department who wish to be excused from a tour of duty must secure the permission of a Shift Supervisor in advance.
2. Authorization to take single day vacations, holiday leave, and compensatory time leave will not be considered valid until approved by a Shift Commander, or designee.
3. Annual vacation hours and holiday hours supersede accumulated compensatory hours. However, annual vacation hours and holiday hours do not supersede each other.
4. Single day off requests, outside of vacation picks, shall be granted in the order they are received. The exception being the period from January 1 through January 7 during which time all requests are considered submitted simultaneously in which case leave will be granted by seniority.
5. For the purposes of this section, "consecutive days off" does not refer to "Annual Leave Picks", which is described under the section "Covering Annual Leave Picks".

## **RULES AND REGULATIONS**

### **COVERING OVERTIME AND THE COMPLETION OF OVERTIME SLIPS**

1. Overtime slips are to be turned in immediately after the work has been performed.
2. Shift Commanders will check the overtime slips to determine if they are completed properly and to determine if the requested amount of overtime pay is accurate. The Shift Commanders will date their signatures.
3. Request for overtime pay will be made to the nearest 1/2 hour.
4. Court overtime pay will be granted for the actual time worked except as specified in Item 6 and will begin with the time you are ordered to appear in court and ends when you are relieved from testifying, exclusive of lunch breaks. When necessary, up to 30 minutes of time worked in either getting evidence from or returning evidence to the property room may also be included in the actual time worked.
5. Overtime will not be granted for travel to and from the courts except for out of city court appearances.
6. Minimum overtime for court will be paid for the first case in any given day only. Overtime for subsequent court cases in a given day will be paid for actual time worked only.

7. Minimum call in time for overtime will be paid if you are called in to work from off-duty time. However, if the overtime runs consecutively with your work hours either prior to or after your regular work hours, actual time worked will be allowed.
8. Use your full name when requesting overtime pay.
9. Officers will return to the Police Building after the work has been performed and submit their overtime slips to the Commanding Officer on duty or his representative.
10. Overtime for Prosecutor Conferences will be paid in accordance with the above procedures when the officer is notified to appear in the same manner as for court appearances. Officers will log on the bottom of the overtime slip "Prosecutor Conference". If the officer is notified in person or by telephone or in any manner other than by written notice by a Prosecutor, he/she is to notify the Shift Commander in writing, or in case of Investigative Bureau, the Captain.

## **RULES AND REGULATIONS**

### **COVERING TRADING AND SWAPPING OF DAYS OFF AND SHIFTS, SHIFT CHANGES, AND SHIFT DIFFERENTIAL**

1. Officers of the department are allowed no more than 12 self-trade days within a calendar year with the consent of their commanding officer. Self-trades requested by KPD Administration do not apply to the aforementioned 12 days.
2. Officers of the department are allowed to trade working tours with other officers with the consent of their Commanding Officer.
3. Officers of the department trading working tours with other officers will not work a second tour of duty without an eight hour break from duty in between the duty tours.
4. Officers of the department are allowed to trade assigned permanent shifts with other officers with the consent of the Commanding Officers of each shift, and the Commanding Officer.
  - (1) Shift trades will be made for a period of one year.
  - (2) If a departmental shift change occurs during the agreed upon trade period and the trading officers elect to change their permanent shift assignment, the trade agreement can become null and void.

5. All Commanding Officers or Bureau Heads will notify the Chief of Police via memo of any changes in personnel on their staff or shift whether it be additions or deletions. Any change in a sworn or civilian employee's shift requires written approval of the Chief of Police.
6. All past practices and contract provisions regarding trading days off, trading shifts, swapping days off, shift changes and shift differential will be continued, unless such practices or provisions result in additional overtime payments under the Fair Labor Standards Act.
7. Written approval of shift change and shift differential by the Chief will be sent to the Administrative Captain who will notify City Comptroller on the proper form and obtain receipt that information has been received and employee payroll will be updated.

## **RULES AND REGULATIONS**

### **COVERING POLITICAL ACTIVITY**

Members of the Department shall not solicit or make contributions in money or other things directly or indirectly on any pretext to any person, committee or association for political purposes while in uniform or on duty; nor shall they use the influence of their office for political reasons.

## **RULES AND REGULATIONS**

### **COVERING EMPLOYEE RESIDENCY**

Residency shall be established by a radius equal to the approximate distance to the Walworth/Kenosha County line north to the "Milwaukee" area. City residency shall include the following areas: Kenosha County, Racine County except for the Town of Waterford (the Village of Waterford is acceptable), Franklin, Oak Creek, South Milwaukee and all of Lake County, IL.

Candidates appointed to the Police Officer position must become residents of the above listed areas within one (1) month of completion of probation and must maintain such residency during employment by the Kenosha Police Department.

The Chief, in his sole discretion, may consider residency as a factor in making personnel assignments.

Residency is not a factor that may be grieved as part of a special assignment.

SUBJECT:

**POLICE OFFICERS "BILL OF RIGHTS"**

1. Members of the Kenosha Police Department hold a unique status as public officers in that the nature of their office and the performance of their duties involves the exercise of a portion of the police power of the City and State.
2. The security of the City - its citizens depends to a great extent upon the manner in which Kenosha Police Department members perform their manifold duties. The performance of such duties involves those members in all manner of contacts and relationships with the public.
3. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police, the Deputy Chiefs and Bureau Commanders or other competent authority.
4. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the force, the following rules of procedure hereby are established:
  - A. The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty and during the daylight hours unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the member's tour of duty shall be employed at the discretion of the Administration.
  - B. The interrogation shall take place at a location designated by the investigating officer, usually at the Police Department.
  - C. The member shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and the identity of all persons present during the interrogation. If a member is directed to leave his post or assignment and report for interrogation to another command, said member shall promptly notify the Desk Sergeant and/or Shift Commander of his/her whereabouts.
  - D. The member shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided orally or in writing. If it is known that the member being interrogated is a witness only, he/she shall be so notified.
  - E. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
  - F. The member shall not be subjected to any offensive language nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his/her conduct can become the subject of

disciplinary action resulting in disciplinary punishment.

- G. In all cases wherein a member is to be interrogated concerning all alleged violations of Rules and Regulations which, if proven, may result in his/her dismissal from the service or the infliction of other disciplinary punishment upon him/her, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or two representatives of the K.P.P.A. may be present during the interrogation but may not participate in the interrogation except to counsel the member. However, in such cases, the interrogation may not be postponed for purpose of counsel and/or a representative of the K.P.P.A. past 10:00 A.M. of the day following notification of interrogation.
  - H. Requests for consultation and/or representation or the recording of questioning in administrative investigations shall be denied unless the administration finds that sufficient reasons are advanced.
  - I. The complete interrogation which may result in disciplinary action of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be noted in the record.
  - J. If a member is under arrest or is likely to be, that is, if he/she is a suspect of a criminal investigation, he/she shall be given his/her rights pursuant to the Miranda decision.
  - K. Under the circumstances described in paragraph G - the member shall be given an exact copy of any written statement he/she may execute or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript if requested and paid for by him/her or his/her Association.
  - L. The refusal by a member to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.
5. No member shall be ordered to submit to a polygraph (lie detector) test for any reason. such test may be given if requested by the member.
6. No member shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be provided otherwise by specific statutory law or by the policy on chemical screening dated November 12, 1988. Such test may be given if requested by the member.

*Resolution Number 58-73*

*Dated March 19, 1973*

*/s/ Daniel M. Cawley*

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*DANIEL M. CAWLEY, Chief of Police*  
Mayor John D. Bilotti





APPENDIX D

SIDE LETTER OF AGREEMENT ON DENTAL COVERAGE

The CITY and the KENOSHA PROFESSIONAL POLICE ASSOCIATION agree to the following terms of a Side Letter of Agreement regarding dental insurance coverage for the 2007-2009 collective bargaining agreement.

Under the 2004-2006 collective bargaining agreement between the parties, the City was not required to provide dental coverage. Dental insurance was available for employees under the Partners Health Plan, which was not covered by the collective bargaining agreement, but was an alternative health plan available for City employees. The City discontinued the Partners Plan effective December 31, 2006. Since that time, City employees have health insurance available through United Health Cares' Choice Plus Plan. Further, the City has continued to maintain the prior dental coverage which is now provided for all bargaining unit employees.

The City and the Association agree that the City will continue the current dental coverage for the term of this agreement. Provided, however, that the City may change carriers and/or coverage during the term of this agreement provided the coverage provided is generally comparable to the coverage provided under the current dental plan and at a cost not to exceed the City's cost with Dental Associates. The City agrees to meet and confer with the Association prior to implementing any change in carriers or coverage.

This Side Letter of Agreement will expire on December 31, 2009 and may only be extended by mutual agreement of the parties.

Dated this \_\_\_17th\_\_\_\_\_ day of August, 2008.

FOR THE ASSOCIATION

FOR THE CITY

\_\_\_/s/ David Niccolai\_\_\_\_\_

\_\_\_\_\_/s/ Steve Stanczak\_\_\_

\_\_\_/s/ J. Kendall\_\_\_\_\_

\_\_\_\_\_/s/ Michael Higgins\_\_\_

POLICY AND PROCEDURE

ATTENDANCE MONITORING AND CONTROL

**Statement of Policy**

The City of Kenosha Police Department grants leave with pay to qualified employees to enable them to take time off from work to conduct their personal affairs. The City also provides paid sick leave to qualified employees to enable them to take time off from work when they sustain an incapacitating injury or illness. Paid sick leave is not a supplement to other paid leave and it shall not be used in the absence of an incapacitating injury or illness.

Unscheduled leave has a disruptive effect upon the operations of the City, in that it makes it difficult to effectively schedule work and equitably distribute the workload. In order to deliver municipal services to the community on a timely and efficient manner, it is the goal of the City to maintain a stable workforce and to schedule work in the most efficient, effective and equitable manner possible. To achieve this goal, it is herein declared to be the policy of the City that employees are responsible for making themselves available for work on a reasonable and regular basis. Employees who fail to make themselves available for work on a reasonable and regular basis are subject to progressive discipline up to and including termination of employment.

**Definitions**

The following terms shall, for the purpose of this policy and procedure, have the meanings provided below:

1. Incapacitating injury or illness shall mean an injury or illness, which, based upon reasonable medical certainty, justifies an employee's absence from work for the well-being of the employee and/or employer.
2. Occurrence shall mean a consecutive period of hours or days absent from work, whether paid or unpaid, regardless of duration, for any reason, except jury duty, union activity authorized under a Labor Agreement, compensatory leave, annual leave, floating holiday or other approved leave of absence which is properly authorized in advance.

## **Calling In**

Employees who are not excused from work in advance of the scheduled reporting time are required to promptly call the Department Head or designee thereof prior to the normal starting time on any day should he/she be late for work, or should they be absent from work for all or part of one (1) or more scheduled workdays. Employees and persons calling in on behalf of employees must provide their name, the reason for the absence or late arrival, the expected time of arrival or return to work, and the address and telephone number at which the employee can be reached. Employees shall be subject to disciplinary action for non-compliance. Nothing in this section shall be construed to prevent a department from continuing to use or implementing alternative call-in procedures.

## **Attendance Monitoring - Responsibility**

The Department Head shall be responsible for uniform enforcement of this policy and procedure with respect to their employees, including the monitoring of the attendance of employees, notifying employees when they are suspected of not making themselves available for work on a reasonable and regular basis, issuing appropriate warnings, and for the taking of or recommending appropriate disciplinary action.

## **Monitoring Period**

Attendance shall be monitored during a base period which is identified as the previous calendar year. Reviews shall be conducted as soon as practical after January 1st, following the base period.

## **Attendance Monitoring - Procedure**

1. The Department Head, or designee, shall review the sick leave usage reports of their employees for the purpose of identifying those employees having the greatest 5 number of occurrences and those 5 employees with the greatest number of sick leave hours used, during monitoring period.

Employees identified as being in one of the above two categories during the monitoring period, shall have each day of sick reviewed to determine whether the utilization of sick leave exhibits any of the following traits or characteristics:

- a) Occurs frequently and is of short duration;
- b) Falls before or after other days off;
- c) Falls on the day before or day after a paid holiday or other authorized paid leave time;
- d) Occurs when all paid leave is exhausted;
- e) Occurs when there is no incapacitating injury or illness;
- f) Long term sick leave. (For purposes of the Attendance Monitoring and Control policy a long term sick leave will be considered 30 calendar days or more)

After completing the review and summarizing the results, the Department Head and/or their designee shall meet with the employee and discuss the leave usage problem. The summarized information should be presented to the employee and he/she should be given the opportunity to explain any special or extenuating circumstances that would account for the high level of leave usage. If the absences can be documented to the satisfaction of the Department Head, then no further action need be taken, except that the reasons for the absences, the summary data, and the prospect for future occurrences of a similar type should be documented. This information should be retained by the Department Head with a copy to Personnel.

### **Written Reprimand**

If a satisfactory explanation cannot be provided, then the employee should be informed that they are considered to be a "sick leave abuser" and that they must take immediate action to improve their attendance record. The employee should also be informed that continuation of the utilization problems or pattern of sick leave usage will result in reduction in pay and/or disciplinary action, up to and including termination. A copy of the written reprimand shall be placed in the employee's personnel file detailing the meeting and requirements being made. A copy shall be forwarded to Personnel.

### **Suspension**

An employee, who has been identified as a "sick leave abuser" and for the previous calendar year (base monitoring period) given a written reprimand for that monitoring period and in the subsequent monitoring period is again determined to be a sick leave abuser may be suspended for up to 3 days.

### **Pay Step Reduction**

An employee, who is again found to be a sick leave abuser for a third consecutive year shall have their current pay step reduced one pay step for the following twelve months.

Any reduction in pay shall not go outside of the employee's current job classification.

### **Reinstatement to pay step**

After the succeeding monitoring period, an employee who was reduced in pay and who is no longer identified as a "sick leave abuser" shall be reinstated to the pay step they would have attained prior to the reduction in pay.

### **Termination**

If the pattern of sick leave abuse is identified for a 4th consecutive year, the employee shall be subject to termination.

This agreement will expire on December 31, 2009 and may only be extended by mutual agreement of the parties.

## Productivity Incentive Program

### For Full-time Employees of the City of Kenosha Represented by the KPPA

Effective after January 1, 2001:

To increase productivity, the Productivity Incentive Program is established for the City of Kenosha:

1. Each employee who is credited with at least 640 total “regularly scheduled work hours” during a four calendar month period (688 for 5-2 employees) shall receive a payment of \$125. The first four month period shall begin on the first of the month following cessation of the Kenosha Physical Fitness Standard Program and subsequent four month periods shall begin on each four month anniversary of that date. The payment shall be paid as soon as possible after the end of each four month period.
2. An employee shall be credited with a “regularly scheduled work hour” for purposes of this Productivity Incentive Program when he or she (a) performs an hour of “regularly scheduled work” actual service for the City of Kenosha; or (b) utilizes an hour of approved time off for required reserve military training, jury duty, funeral leave, floating holidays, compensatory leave, annual leave and holidays.

This Appendix shall expire at the close of business on December 31, 2009.

## Appendix H

NOVEMBER 12, 1988  
**POLICY**  
Effective January 1, 1990

### SUBJECT:

#### Chemical Screening

TO: Sworn Personnel - KPPA

### PURPOSE:

The Administration of this department recognizes that throughout today's society, the use and abuse of alcohol, narcotics, drugs, and prohibited controlled substances is widespread. As such, it is deemed only appropriate that the department be concerned with these issues within its workplace. The concern here is the employee who reports for duty or while on duty is under the influence of these substances. The employee is entrusted with the duty to protect the community as well as their use of police vehicles, armed with a lethal weapon requiring decisions on its use, and in brief all instances of safety risks. For the purpose of this policy, the department's concerns are such that it is of paramount public interest to protect the public by ensuring that its police officers and communications personnel are fit for duty.

### OBJECTIVES:

An employee's being under the influence of chemicals while in the workplace cannot only affect him/her individually, but the citizens he/she serves as well as his/her peers who may depend upon their assistance at a moments notice. The impact here is broad **in** scope and carries with it possible civil and criminal liability for the individual, as well as civil liability for the department and the City of Kenosha. It is our posture that positions of "police officer" mandate that they have a high degree of alertness and physical and mental capabilities at all times. As such, the safety of the public and other employees within the workplace outweighs individual interests to refuse chemical testing based upon reasonable individualized suspicion.

The intent of this policy and the testing stated herein are not simply to identify an employee with a problem(s) as it relates to this subject matter, but to correct the problem constructively. This theme is carried in the policy from the Entry Level, through all ranks, promotions and in the Narcotics and Vice Assignment. One might say "why test a person just because they are being promoted?" A person being promoted from Patrol Officer to

Detective or Captain to Chief of Police is being placed in a more responsible position and his/her credentials should be such that nothing in the way of chemical influence affect his/her credentials, nor that of the department as a whole. The department and the community should have comfort in knowing that the employee is free from elements that would not only affect his/her work, but his/her interaction with groups, some in life or death judgments. These factors in conjunction with "Testing based upon Reasonable Individualized Suspicion" are seen as a viable tool in not only dealing with this subject matter, but in strengthening the entire department.

It is for these reasons that the Administration views chemical screening as an integral part of its concerns for the public we serve and its employees. However, it also recognizes the individual's reasonable expectation of privacy from unreasonable intrusions by his/her employer. In balancing these two issues, it is our intent to act in these matters only based upon "reasonable individualized suspicion" for all employees. The exceptions to the preceding statement are covered under Entry Level Screening, Promotions and Special Assignment.

#### **DEFINITIONS OF TERMS USED:**

Administration/Employer: Police Supervisors representing the City of Kenosha.

Association: Kenosha Professional Police Association.

Chemicals: As used within this policy and related reports or documents are narcotics, prescribed and non-prescribed drugs, prohibited controlled substances, and alcohol, i.e., amphetamines, barbiturates cocaine THC (marijuana), alcohol (ethyl), opiates (codeine, morphine, heroin), PCP to name a few, but it is not meant to be all inclusive or exhaustive. Inclusive of the foregoing is Chapter 161 of the Wisconsin State Statutes for definition purposes.

Confirmed Positive Test.- Is a second screening method of the blood/urine specimen as defined under Screening & Confirmation Procedures of the initial positive test to confirm the presence of a chemical substance(s) within that employees specimen.

Employee: Denotes Sworn Personnel as applicable under circumstances prevailing at the time.

Initial Screening Test: Is the initial screening method of a blood/urine specimen as defined under Screening & Confirmation Procedures to detect the presence of chemicals within the specimen.

Notice: Is the issuance of a copy of this policy to the employee for "Reasonable Individualized Suspicion," "Promotional" and "Special Assignment" testing, or written notice provided to each "Entry Level" candidate at time of application for employment.

Police Officer: Covers all ranks of sworn personnel.

Reasonable Individualized Suspicion: (for cause) - A basis upon which employees required to undergo a chemical screening. Reasonable individualized suspicion shall be based on objective facts that the employee is using or is under the influence of a chemical in the workplace based upon the observations and investigation of two (2) supervisors who have completed supervisor awareness training as set forth in this policy. (It is the Administration's position that performance is affected by an individual being under the influence of chemical substances within the workplace.)

Supervisor: Sworn personnel with the rank of Sergeant and above.

Without Notice: Is where the employee is aware testing can occur, but would be unaware of his/her possible test until the request would be made of him/her by a supervisors) as provided by this policy.

Workplace: Is any location where an employee may be assigned to and or be while acting in his/her official capacity during his/her tour of duty or as an agent of this department.

#### ENTRY LEVEL SCREENING: (Administered with Notice)

All candidates for employment shall be required to submit to a screening of his/her blood or urine as part of the employment screening process. Any applicant refusing to submit or having a confirmed positive test for non-prescribed illegal drugs or prohibited controlled substances may be disqualified immediately. Random screenings shall be required of all new employees during the period of probation and prior to the completion of the probationary period and shall be conducted on duty time. A subsequent screening shall be required of all new employees prior to the completion of his/her probationary period. Refusals or confirmed positive tests may invoke immediate dismissal from the department. (See Form C/S 87-1)

#### PROMOTIONS: (Administered with Notice)

A successful applicant for any promotion shall be required to submit to a screening as part of the promotional process. Refusals or confirmed positive tests for alcohol, non-prescribed illegal drugs, or prohibited controlled substances shall be dealt with as prescribed by the Chief of Police. A confirmed positive test may remove the applicant from being eligible for that promotion. (See Form C/S 87-4)

**SPECIAL ASSIGNMENT:** (Administered without Notice)

Sworn personnel assigned to the Narcotics and Vice Assignments shall be required to submit to a chemical screening at the direction of the Chief of Police when entering the unit. This is to maintain the integrity of the unit, its personnel, and the department as a whole. Prior to accepting a special assignment, an employee shall execute a written agreement (See Form C/S 87-2) stating that he/she consents to any medical, physical, psychiatric, psychological, or other testing as it relates to use/abuse of any chemicals, including urine and/or blood for drug or narcotic substances where reasonable individualized suspicion exists as related to his/her duties within this unit. This Agreement will expire upon completion of the Special Assignment and only used where actual concern for the officers well-being exists while assigned to this unit.

Refusals or confirmed positive tests for non-prescribed illegal drugs, abused prescribed drugs, or prohibited controlled substances may require the removal of the officer from the unit and shall be dealt with as prescribed by the Chief of Police in accordance with the other provisions within this policy.

**TESTING BASED UPON REASONABLE INDIVIDUALIZED SUSPICION:** (Administered without Notice)

The two (2) observing supervisors shall consider, but not be limited to the following factors in making a determination whether reasonable individualized suspicion exists:

- A) Obvious impairment, odor of intoxicants, speech, and appearance
- B) Performance problems, acts and/or omissions
- C) Change in behavior or loss of judgment
- D) Accident or injury prone

Prior to proceeding under this section, supervisors are advised that no third party observations or claims shall warrant the supervisors to immediately proceed with testing of an employee. Any employee can enact this process through a non-involved supervisor where the employee has a reasonable basis to believe that another employee is illegally using drugs,/narcotics or is or has been under the influence of a chemical while in the workplace. ONLY the personal observations and/or investigation of two (2) supervisors shall collectively warrant a testing. This statement is aimed at supervisors who gain knowledge of an employee "possibly" being under the influence of a chemical while in the workplace from another employee or citizen. It mandates the supervisor to conduct his/her investigation with another supervisor acting as a team and reaching a decision together as to circumstances and facts warranting a testing. All observations and the investigation shall be documented by the supervisors on the Supervisory Report "Chemical Testing Based Upon Reasonable Individualized Suspicion." Immediately prior to any testing based upon reasonable individualized suspicion, the supervisors shall issue to the employee a written advisory (See Form C/S 87-3) stating the requested test is based upon causes briefly defined

therein. The involved employee shall sign and date said advisory as will requesting supervisors, the latter providing copy of same to the investigated employee. Supervisors and employees alike are reminded that unusual behavior on the part of another person can be caused by a number of reasons totally unrelated to chemical influence in the workplace. Some examples are personal problems or those involving the employee's family, medical condition/reasons, job stress or related problems, and financial problems.

Screening shall occur only when two (2) supervisors determine that reasonable individualized suspicion exists that an employee is using or under the influence of a chemical in the workplace. Reasonable Individualized Suspicion shall require the employee to submit to a chemical analysis of his/her blood, urine and/or breath at the department or a medical site as selected by the Kenosha Police Department. (All blood shall be drawn at a medical site). If required, the employee shall sign a consent form for the purpose of obtaining the specimen of blood, urine or breath, and the release of the results to the Kenosha Police Department, namely the Chief of Police or his/her authorized designee. By signing the consent form, the employee does not waive any claims or cause of action on his/her part as permitted by law or contract agreement currently in effect.

Refusal to provide the required specimen(s) will constitute a presumption of being under the influence of a chemical by the involved employee who may be subject to dismissal or action as prescribed by the Chief of Police. The previous statement applies to all employees. It is recognized that under certain conditions an employee may be unable to provide a urine specimen. Under these conditions, the supervisors shall wait a reasonable time, but not to exceed one (1) hour and attempt to obtain a urine specimen again. Should the employee still be unable to provide a urine specimen, the supervisor(s) may terminate that effort and proceed to obtain a blood specimen. Results shall be based upon that specimen alone. All specimens obtained shall be immediately sealed/labeled/initialed/date and time affixed in the presence of the tested employee. All test results shall remain the property of the City of Kenosha Police Department, who shall be responsible for all costs incurred for required tests.

Where an employee is relieved of duty under the provisions of this policy, the supervisors taking said action shall also be responsible to convey the employee to his/her residence or release them to a responsible party after taking said action.

In the event an employee desires to have his/her specimen of blood and/or urine re-tested because of a positive test, they shall do so at his/her own expense at a laboratory of his/her choice. However, they shall have access to only one-half (1/2) of the remaining portion of the specimen in the custody of the Department's testing facility. **THERE SHALL BE NO EXCEPTIONS TO THE FOREGOING PROVISION.** Release for re-testing requires written notice to the Chief of Police, who shall authorize the testing facility of the Department to release a portion to the laboratory of the employee's choice. Said employee shall be responsible for his/her chain of evidence and all costs involved in the transfer of specimen by

the City's laboratory.

**RANDOM DRUG TESTING PROCEDURE:**

**(Administered without notice)**

Sworn personnel will be tested during 2008 and beyond. The testing facility of the Department will place all personnel in a number generated computer software program (by social security number) and generate 7 numbers, plus (1) alternate, per month for testing. The numbers would be matched to the personnel, who would report for testing on their first available work day (Monday-Friday) after testing date selection.

Those personnel who are selected for random testing will be notified by a shift supervisor on the day that they are to be tested. As such, the individual must report to testing facility within a 1 hour time period of having been notified unless authorized to the contrary.

If the individual refuses to cooperate during the collection process (e.g. refusal to provide an initial or complete specimen, complete paperwork), the collection site person shall inform the City who will investigate as appropriate. Personnel are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the individual to discipline, independent and regardless of the results of any subsequent drug test. Any personnel required to provide a urine sample will be expected to complete any necessary forms required by the collection site or the City, including those authorizing the disclosure of test results to the City. Employees who refuse to cooperate will be disciplined on the basis of insubordination.

All urine specimens will be tested for the use of the following controlled substances; marijuana metabolites, cocaine metabolites, opiate metabolites, phenocyclidine, and amphetamines. In the event of a positive test screen, a split sample test will be performed. If confirmatory test results are negative, all samples shall be destroyed. If the Medical Review Officer determines there is no legitimate medical explanation for a confirmed result other than the unauthorized use of a prohibited drug, the original sample must be retested if the employee makes a written request within 72 hours of receipt of the final test result from the MRO. The retest will be at the employee's expense, unless the retest is negative, at which time the employee will be reimbursed for their cost.

**PRESCRIPTION AND NON-PRESCRIPTION DRUGS/MEDICATION:**

Employees who are required to take prescribed medication shall notify their immediate supervisors of any prescribed medications that may affect the motor skills of the individual. This information shall be held confidential by the immediate supervisors) of that employee. Any statutory defined illegal use or possession of drugs/narcotics by an employee will not be tolerated and may result in termination proceedings. Any employee required to take a chemical screening shall advise or note upon the testing form that he/she is or has taken within the past 72 hours prescription or non-

prescription medication, if this is a fact. THIS INFORMATION SHALL BE PROVIDED PRIOR TO ANY TEST OR SCREENING PROCESS. WRITTEN VERIFICATION OF LAWFUL POSSESSION/USE AS RECOMMENDED BY A DOCTOR OR THE MANUFACTURER SUPPLIED THE EMPLOYER WITHIN 48 HOURS AFTER TESTING. It is for this reason that all employees are encouraged to keep a record of any medication he/she may be using during the course of two years. The Administration shall require its employees who are tested to provide evidence within 48 hours that all prescription medication was lawfully obtained through a person authorized by law. Any employee using another person's prescription medication shall be deemed to have illegal possession if the substance is controlled by law, and subject to disciplinary proceedings, prosecution, or as otherwise prescribed by the Chief of Police.

If the employee is using medication in accordance with the prescription given by his/her physician or in the manner prescribed by the manufacturer in the case of non-prescription drugs, there shall be no disciplinary action by the department. However the involved employee may be withheld from the workplace until such time as he/she presents the department with written documentation that he/she consulted his/her physician, who has corrected his/her prescribed medication or non-prescribed medication being used to resolve the impairment problem. This section pertains only to cases of a confirmed positive test of an employee relevant to chemicals as defined under Definitions.

#### BLOOD AND/OR URINE SPECIMENS.

All blood specimens shall be drawn in a medically approved manner by a trained, qualified person under medically approved conditions. All urine specimens shall be obtained in a manner that provides integrity of the specimen, concern for the employee, and under conditions that will not subject the employee to adverse reactions by their peers or other employees. Only sterile vials provided by the department's laboratory for urine or as provided by the medical facility for blood shall be used for specimens. (Supervisors - see chemical Screening Requisition Form (Form C/S 87-4))

All test specimens obtained shall be witnessed by the supervisors requiring same unless the employee is of a sex different than that of the supervisors. In that case, the supervisor shall have a person of the same sex as the involved employee witness same. This may be a department supervisor or a medical person chosen by the department supervisors. The supervisor(s) shall retain the specimen until it is turned over to the testing facility by an approved method. All supervisors or those witnessing the obtaining of the specimen shall immediately seal, label, and initial the vial(s) including the date/time of the specimens in the presence of the tested employee, who shall be identified by a code number only. This information shall be made part of the supervisors, reports in this matter.

The Administration of this department is prepared to defend its procedures and tests utilized by expert testimony if needed.

Employees electing to have a re-test of his/her specimen are strongly urged to be prepared to also present expert testimony on his/her re-test and procedures if needed.

**SPECIMEN AMOUNTS REQUIRED,**

A minimum of 60 MILLILITERS OF URINE and/or a minimum of 20 MILLILITERS OF BLOOD shall be required for Chemical Screenings from each involved employee. These requirements will afford sufficient amounts of the specimen for department testing and that of an employee should he/she desire a re-test.

**BREATH ANALYSIS:**

The supervisor(s) may in "Chemical Testing based Upon Reasonable Individualized Suspicion" utilize both the Preliminary Breath Test and/or the Intoxilyzer as appropriate in his/her investigation. Should these devices be used, the supervisor(s) shall document the results within his/her final report. All testings done shall be in accordance with accepted procedures and shall not be in and of themselves sufficient to warrant a testing. Levels of .05% or greater while on duty with supporting impairment factors would warrant a testing of the employee.

**APPROVED SPECIMEN FORWARDING:**

All sealed and labeled BLOOD and/or URINE SPECIMENS obtained under this policy shall be conveyed to the approved laboratory by the supervisor(s) or as designated by the Chief of Police if the laboratory is local or transported via the U.S. Postal Service under certified mail, bonded courier, or laboratory courier service if not local. A receipt shall be required from any service used for specimen conveyance to the laboratory. To insure confidentiality of the tests (screenings), any and all labeling of a urine or blood specimen shall include the employee's number only. (Also see Form C/S 87-4)

**APPROVED TESTING FACILITY:**

The facility utilized by the Kenosha Police Department shall be required to perform all required testing as directed herein by trained technicians. Furthermore, said facility shall provide a secure area to accommodate all specimens of blood and urine submitted to them for analysis. This requirement is to maintain the integrity of not only the specimens, but the program in general. The secure area shall have the appropriate security against theft and fire. All of the foregoing shall be subject to the approval by the department's and association's selected authorized representatives, knowledgeable in the areas of chemical screening as selected by the Chief of Police and the Association. Neither side can arbitrarily withhold approval of the site. The currently approved testing facility shall be posted for all personnel. Any changes thereof shall warrant a corrected notice to be posted immediately.

The Kenosha Police Department shall retain the right to inspect said facility at any time to ascertain compliance with its established requirements, the integrity of the testing process, methods of testing, and the credentials of technicians utilized in the testing process. This includes the department submitting test samples from time to time of a known factor to ascertain the quality of analysis. The rights expressed in this paragraph also apply to the Association, who shall be responsible for all costs incurred by them.

#### SCREENING AND CONFIRMATION PROCEDURES.

The following procedures shall be used for screening and confirmation by the department's laboratory. All initial and confirmation tests shall be at the expense of the department.

ALL INITIAL SCREENINGS of urine or blood shall be done by ENZYME MULTIPLIED IMMUNOASSAY (EMIT PANELS) and (TLC)-THIN LAYER CHROMATOGRAPHY or COMPARABLE TESTS. All INITIAL POSITIVE SCREENINGS shall be CONFIRMED by GC (GAS CHROMATOGRAPHY) and MS (MASS SPECTOMETRY).

Any officer having a confirmed positive screening may file a request to have an additional test conducted at his/her expense, and at a laboratory of his/her choice. The request for an additional test shall be filed in writing with the Chief of Police within three (3) working days excluding Saturdays, Sundays and Holidays after the employee was advised his/her test was positive and include the name of the laboratory selected by him/her for the re-test. The sealed specimen will be transmitted from the City's laboratory to the laboratory as specified by the requesting involved employee at his/her expense. A written copy of said employee's re-test results shall be provided to the Chief of Police by the employee within five (5) working days excluding Saturdays, Sundays and Holidays after the specimen was turned over to the employee's selected laboratory.

#### CHEMICAL SCREENING RESULTS: (CONFIDENTIAL)

All correspondence from any laboratory or medical facility addressed to the Chief of Police shall be immediately forwarded to that office and shall only be opened by the Chief of Police. All chemical screening results shall be confidential, with dissemination limited to those with an official need to know within the department, or Personnel Department, and as required in counseling and/or treatment in the "after care" procedures of this policy.

#### NEGATIVE TEST RESULTS:

When an employee has been the subject of a chemical screening under the provisions of this policy and his/her test results were negative, the employee may within sixty (60) days of being advised of the results, have the results expunged from their personnel file. This shall require the employee to submit a written request to the Chief Of Police, which will be honored. The Chief will then forward the test result notice to said employee.

### SPECIMEN RETENTION:

All confirmed positive specimens based upon laboratory analysis, according to prescribed guidelines, shall be retained for identification purposes at the City's authorized laboratory for a period of six (6) months unless said laboratory is notified by the Chief of Police in writing authorizing otherwise. Employees who have a separate test conducted at a laboratory of his/her choice and expense shall also be required to retain their specimen for six (6) months.

### EMPLOYEE ASSISTANCE: (EAP)

The department will upon confirmation of a positive chemical test result of an employee on duty, immediately suspend him/her and attempt to assist the employee by referring him/her to our established Employee Assistance Program for further assessment and/or referral to appropriate counseling or treatment. In those instances where the employee fails to utilize the assistance to overcome his/her problem(s) and/or fails to make reasonable progress in counseling or treatment within a reasonable period of time as determined by the EAP staff and/or treatment personnel and/or continues to perform in a substandard manner, and/or continues being under the influence of chemicals in the workplace, shall be considered a safety hazard to the department, public and coworkers. This shall result in corrective disciplinary action up to and including termination against the employee.

Any and all assistance rendered under this program shall be closely monitored. This shall include:

- 1) Further assessment of the employee by competent persons.
- 2) Treatment of the employee by a recognized facility or person.
- 3) Employee signs a consent to release information to the Chief of Police and the Personnel Manager on their progress in treatment. (CONFIDENTIAL)
- 4) Process of aftercare treatment with possible random screening for a period of up to one (1) year after initial treatment. Random screening under these conditions can occur up to twice a month. This is to ascertain compliance with said treatment and objectives of the department relevant to this issue.

This is the ONLY policy provision for random screening.

### DEPARTMENT ACTIONS:

While the department through its Administration seeks to identify and assist those employees that have a chemical related problem, it must not lose sight of the safety risks involved in employing these individuals. Disciplinary action may be taken against any employee found to be under the influence or in possession of chemicals within the workplace not in compliance with the Rules and Regulations. However, the extent to which discipline is applied will depend on the factors indicated below, which will be considered by the Chief of Police in prescribing a disposition of the matter.

- A. Type of violation
- B. Severity
- C. Prior violations of like nature
- D. Prior service record
- E. Willful defiance/ignorance/carelessness

Severity of violation may invoke "Dismissal" at any point, regardless of the number of prior violations of a like nature.

On any Administrative action applied, EAP counseling and follow-up may be part of the action imposed by the Chief of Police.

When an employee refuses to submit to Chemical Screening based upon "Reasonable Individualized Suspicion," the Chief of Police shall be immediately notified. If warranted by existing factors, the supervisors conducting said investigation and testing may relieve the employee from duty. This will be with pay, pending review by the Chief of Police of the investigation and of the employee's refusal to submit to a screening.

In situations where the Chief is seeking dismissal of an employee or has suspended the employee, the provisions of Wisconsin State Statute 62.13 apply. In addition, where a sworn officer contests the procedures used in this policy, a hearing will be held before the Police & Fire Commission. Non-sworn employees who contest the procedures employed in this policy, may invoke the grievance procedures as set forth in their current labor contract then in effect.

#### TRAINING OF SUPERVISORS:

While it is recognized that police officers have a degree of expertise in the detection of persons under the influence of alcohol and chemicals it is the desire of this Administration to further enhance supervisory capabilities as related to detection in this policy. As such, each supervisor (Sergeants and above) will be required to participate in an ongoing comprehensive chemical abuse identification training program.

The comprehensive training will be conducted by qualified medical and legal people in the following areas, with updates semi-annually or as warranted to reinforce the training by changes in the medical, legal or other issues as they relate to chemical screening of employees:

#### MEDICAL

- 1. Understanding Chemical use/abuse
  - a. Impairing characteristics
  - b. Threat to safety of other employees and public
  - c. Prescription and nonprescription drugs/medication
    - 1. Most/least abused substances

- d. Controlled substances (legal/illegal)
  - 1. Most/least abused substances
- e. Duration of chemicals/alcohol in body
  - 1. Chemical metabolism and half-life
  - 2. Subject's physical condition
  - 3. Route and frequency of ingestion
- 2. Physical/behavioral/emotional symptoms of chemical use/abuse
- 3. Supervisor articulation of symptoms and facts
- 4. Documentation:
  - a. Uniform use of reporting forms and terms used
  - b. Symptoms
  - c. Supporting facts
- 5. Obtaining specimens for Chemical Screening
  - a. Urine
  - b. Blood
- 6. Overview of laboratory testing procedures
  - a. Initial/confirmation testing
- 7. Employee Assistance Program (EAP)
  - a. Referrals
  - b. Counseling
  - c. Random testing
  - d. Follow-up

## LEGAL

- 1. Legal considerations
  - a. Constitutional overview
    - 1. Fourth Amendment
    - 2. Privacy interests
    - 3. Employer's interests
    - 4. 5th Amendment - Administrative matters 5th Amendment 7  
Criminal matters
  - b. Civil liability
    - 1. Municipal - safety of public/peers
    - 2. That of involved employee
    - 3. That of supervisors

- c. Potential for corruption
  - 1. Loss of public trust
- d. Impeachable witness and the chemical abusing/using officer

This policy and the provisions stated herein supersede all past practices of this department as they relate to fitness for duty testing.

*/s/ Joseph H. Trotta*

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JOSEPH H. TROTTA  
Chief of Police  
November 12, 1988

## SUPERVISORY INVESTIGATIONS

### Chemical Screening Based on "Reasonable Individualized Suspicion"

In addressing the above captioned subject matter, supervisors carry the onus of not only detection, but documentation and articulation of facts supporting their opinions that a test of an employee for chemicals is warranted. The term Chemicals as used in the policy, related reports and the Supervisory Report Chemical Testing based upon reasonable individualized suspicion, are as defined in the "Definitions" part of the chemical Screening Policy.

The attached checklists of suggested symptoms provided herein should avail the supervisors with a tool that will expedite their assessment of an employee suspected of being under the influence of or using these substances in the workplace while on duty. Once sufficient cause is established with this tool, supportive facts, the training received in this area, and investigation completed, testing procedures can commence. Inclusive of procedures used in this issue are the tools used on a day-to-day basis to detect persons who are operating under the influence. These tools are more enhanced by the supervisors additional training. Accurate documentation is the most significant part of this process; for without it, the testing and subsequent actions by this department may be challenged.

Before proceeding, supervisors are reminded that not all employees who use and/or are under the influence of a chemical appear the same, nor do they show identical sets of symptoms. Effects vary according to such factors as size and weight, amount of substances used, time frames relevant to when the drug was last used or consumed, and to what extent the employee had been using the substances over a period of time. Each chemical has its own long or short term physical, behavioral and emotional effects upon the user.

#### GENERAL SYMPTOM CATEGORIES:

- |                               |   |  |
|-------------------------------|---|--|
| 1. <u>Physical</u> symptoms   | - | changes in physical appearance and health  |
| 2. <u>Behavioral</u> symptoms | - | employee actions, how he/she relates to others employee's mood, how he/she reacts to peers, their supervisors, the department and law enforcement in general |
| 3. <u>Emotional</u> symptoms  | - |  |

Supervisors that have an employee either brought to their attention or by personal observation suspect the employee of being under the influence of or using chemical substances in the workplace are to utilize another non-involved supervisor from their shift/bureau or another to conduct the investigation. Both investigating supervisors must concur that testing an employee based upon "reasonable individualized suspicion" is warranted. Under all circumstances, investigations of this nature shall be CONFIDENTIAL with initial and subsequent progress reports filed with the Chief of Police on a daily basis or as needed. All refusals by suspected employees to submit to a Chemical Screening shall be reported to the Chief of Police immediately. All reports on "Chemical Screening Testing" or "Refusals" shall be transmitted to the Chief of Police within eight (8) hours after occurrence.

*/s/ Joseph H. Trotta*

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JOSEPH H. TROTTA  
Chief of Police  
November 12, 1988

SUPERVISORY REPORT

CHEMICAL TESTING BASED UPON REASONABLE INDIVIDUALIZED SUSPICION

Supervisor(s) initiating: \_\_\_\_\_ RANK:

\_\_\_\_\_ RANK:

\_\_\_\_\_ RANK:

Employee: (identify by employee number only): \_\_\_\_\_ Shift/Bureau:

Suspicion prompted by: Personal Observation: \_\_\_\_\_ Another Person:

Describe in detail your initial suspicions which promoted investigation, or reported to you, including dates and times:

Based upon the facts above, an investigation was commenced \_\_\_/\_\_\_/20\_\_ at AM/PM

BACKGROUND:

Has the employee been injured/sick in the recent past? YES NO

If yes, nature of same including dates, etc.

What medication, if any, did the employee advise supervision he/she was taking to this?

Did employee have a Return to Work Form when returning? YES NO Any restrictions? Describe:

What medication was mentioned/prescribed on form?

Were any cautions/side-effects noted? YES NO If so, describe:

Was the employee ever acted or been observed in this condition before?

If so, circumstances and dates (if no, mark NA) :

**SUPPORTIVE FACTS - TESTING BASED UPON REASONABLE INDIVIDUATIZED SUSPICION**

Involved employee's actions, conduct, appearance and performance as observed as checked herein by their Supervisor(s) may warrant a testing with the Supervisor final opinion and findings documented at the end of this report. The sections herein are seen as symptoms, of which, may indicate chemical influence. Check the appropriate items listed and include other supportive facts in the narrative.

**PHYSICAL SYMPTOMS**

- Shakiness\_\_\_
- Drowsiness\_\_\_
- Bloodshot Eyes\_\_\_
- Nausea/Vomiting\_\_\_
- Poor Balance\_\_\_
- Eyes non-reactive to light changes\_\_\_
- Odor of Intoxicants on breath: Strong \_\_\_
- Decreased energy level Excessive Sweating\_\_\_
- Finger to Nose Test: Right: \_\_\_\_\_
- Left: \_\_\_\_\_
- If utilized: Preliminary Breath Test Results: \_\_\_\_\_
- Intoxilyzer Results \_\_\_\_\_

Confusion\_\_\_

Enlarged Pupils\_\_\_

Slurred Speech\_\_\_

Fainting\_\_\_

Poor Coordination\_\_\_

Dryness of Mouth\_\_\_

Moderate\_\_\_ Weak\_\_\_ None Apparent\_\_\_

Physical Agitation/Hyperactivity\_\_\_

Constricted Pupils\_\_\_

Physical Clumsiness\_\_\_

Blackouts\_\_\_

Trouble walking\_\_\_

\*\*\*\*\*

**BEHAVIORAL SYMPTOMS**

- \_\_\_ Frequently late for duty
- \_\_\_ Fails to notify the department when late or absent
- \_\_\_ Argumentative
- \_\_\_ Avoids Supervisors/other employees
- \_\_\_ Poor Concentration
- \_\_\_ Inability to do assignments when known to be familiar with them in the past
- \_\_\_ Interpersonal conflicts with other employees
- \_\_\_ Abusive language or actions toward supervisor/fellow workers/citizens
- \_\_\_ Stealing or vandalism of department or employee property
- \_\_\_ Frequent unexplained absences from duty post or assignment
- \_\_\_ Lack of preparation for duty or assignments
- \_\_\_ Unwillingness to change duties or work assignments
- \_\_\_ Physical fighting/violence with employees/citizens
- \_\_\_ Inconsistent/spasmodic quality/ quantity of work
- \_\_\_ Increased or excessive Sick Leave
- \_\_\_ Deterioration of physical or rooming habits
- \_\_\_ Pre-occupation with personal matters
- \_\_\_ Forgetfulness
- \_\_\_ Difficulty in understanding
- \_\_\_ Falling behind in work
- \_\_\_ Poor Judgement
- \_\_\_ Take needless risks
- \_\_\_ Decline in personal safety habits
- \_\_\_ Does not complete assignments
- \_\_\_ Strange or bizarre behavior/mannerisms
- \_\_\_ Inability to respond appropriately in difficult situations
- \_\_\_ Deterioration in work performance
- \_\_\_ Decreased interest in assignments or duties
- \_\_\_ Difficulty in understanding assignments /tasks previously performed

\*\*\*\*\*

**EMOTIONAL SYMPTOMS**

- Increased sensitivity to real or imagined criticism\_\_\_\_\_
- Over reactive to situations previously handled in an effective manner\_\_\_\_\_
- Rapid or unpredictable fluctuations in moods\_\_\_\_\_
- Increased excitement\_\_\_\_\_
- Increased irritability\_\_\_\_\_
- Appears in depressed state\_\_\_\_\_
- Paranoia\_\_\_\_\_
- Frequent angry response to supervisors/employees/citizens\_\_\_\_\_



**INVESTIGATIVE CONCLUSION**

It is the conclusion of the investigating supervisors in this matter, that said employee (number) (shall) (shall not) be required to submit to a testing for chemicals of their blood/urine. If required, said specimen was/is to be obtained on \_\_\_\_\_, 200\_\_ at \_\_\_\_\_ AM/PM - Location: \_\_\_\_\_

REFUSAL: YES \_\_\_\_\_ NO \_\_\_\_\_ EMPLOYEE ADVISORY ISSUED & ATTACHED: \_\_\_\_\_

Employee relieved of their duties: Yes/No Conveyed to their residence: Yes/No Employee released to responsible party: \_\_\_\_\_

This was a case of obvious impairment and immediate action was required by supervision based on the following circumstances: \_\_\_\_\_

In regard to the above action, was the Chief of Police/Assistant Police Chief advised or notified? YES/NO NOTIFICATION MADE BY: \_\_\_\_\_

Date: \_\_\_\_\_ TIME: \_\_\_\_\_

Was the involved employee referred to any professional person (doctor) in this matter, including EAP? YES/NO If YES, describe to who, when, and the circumstances involved: \_\_\_\_\_

Comments or statements made by the involved employee in this matter that were not indicated in the previous narrative? \_\_\_\_\_

There are additional reports in this matter relating to the issues herein and said employee that were investigated by others? YES / NO Reports are attached: YES / NO Attached reports relate to: ACCIDENT INJURY DEATH INCIDENT OTHER: \_\_\_\_\_

Final remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ RANK: \_\_\_\_\_  
SIGNED: \_\_\_\_\_ RANK: \_\_\_\_\_

COMPLETION DATE: \_\_/\_\_/ TIME: \_\_\_\_\_

REVIEWED BY: Chief of Police: \_\_\_\_\_ DATE: \_\_\_\_\_  
Assistant Police Chief: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPLICANT CONSENT FORM  
FITNESS-FOR-DUTY EXAMINATION  
AND CHEMICAL SCREENING**

POSITION APPLIED FOR: POLICE OFFICER

APPLICANT'S NAME: \_\_\_\_\_  
PRINT or TYPE

As part of the application process, I understand that safety, security, efficiency and integrity are of paramount importance to this department's mission. As part of my job responsibilities, I will be entrusted with the duty to protect the community through the use of police vehicles, while armed with lethal weapons, or when responsible for communications. The employee is further required to make decisions regarding the use of such vehicles, weapons and Police/Fire Communications equipment in a brief and timely fashion. I understand that to help assure that I will be able to carry out such duties, I will be required to participate in an initial, pre-employment fitness for duty examination including chemical analysis of samples of my urine or blood. This initial examination, as well as other routine exams, will be conducted to help ensure the safety of the public and all other employees within the workplace.

I understand that if the chemical test is a confirmed positive and results indicate that I have been consuming any alcohol, non-prescribed or illegal drugs, or prohibited controlled substances that I may be disqualified from employment with the Kenosha Police Department.

I further understand and consent that should I become an employee of the Kenosha Police Department and as a condition of my successful completion of my probationary period, as a successful applicant for any promotion or special assignment, I will participate and pass an additional chemical screening prior to acceptance in these positions in accordance with current department policy.

I acknowledge that I fully understand and consent to the above conditions.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_/\_\_\_/ 20\_\_\_

Notary Public: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/ 20\_\_\_

**\*\*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR APPLICATION\*\***

**SPECIAL ASSIGNMENT - NARCOTICS & VICE ASSIGNMENTS  
CHEMICAL SCREENING & AGREEMENT**

NAME: \_\_\_\_\_ RANK: \_\_\_\_\_

EMPLOYEE NO. \_\_\_\_\_

PLEASE PRINT

As a condition of acceptance to the Narcotics & Vice Assignment of this department, I understand and agree to submit to a chemical screening of my urine/blood. The purpose of the chemical screening is to detect the presence illegal drugs/narcotics, use of prescribed drugs without a prescription, or the abuse of any over-the-counter drug. This is to maintain the integrity of this unit, its personnel, and that of the department as a whole.

All confirmed positive tests shall be dealt with as prescribed by current policy on this subject matter by the Chief of Police. Because the use of alcohol may be a part of the duties in this assignment, the use/abuse of same shall be closely monitored by my immediate supervisor, who shall take appropriate action as warranted if abuse is found to be a concern.

I further consent to any medical, physical, psychiatric, psychological or other testing as it relates to the use/abuse of chemicals as deemed warranted by the Chief of Police or his/her authorized designee "Based upon Reasonable Individualized Suspicion" relating to my duties within this unit.

**NOTICE TO OFFICER BY DEPARTMENT ADMINISTRATION:**

This Administration recognizes that in accepting this position and its duties, you will be exposed to a varying life style, association with individuals who act outside of the law, varying degrees of chemical availability, and their use/abuse which could have an effect upon you.

This is to advise you, that should you during your tenure in this specialized unit, become involved in the use/abuse of any chemicals because of your duties this should be reported to your immediate supervisor as soon as possible. You are further advised that assistance is available through this department's resources in dealing with chemical problems you may incur. However, attempts conceal chemical use/abuse or illegal activity not in accordance with existing laws, current policies, or Rules & Regulations of this department could subject you to disciplinary action being taken against you, or as prescribed by the Chief of Police.

I, do hereby acknowledge that I have read this agreement and understand and agree to its terms.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**CHEMICAL TESTING BASED UPON REASONABLE INDIVIDUALIZED SUSPICION  
ADVISORY TO EMPLOYEE**

DATE: \_\_\_\_/\_\_\_\_/20\_\_\_\_      TIME: \_\_\_\_\_AM /PM

LOCATION WHERE SPECIMEN

OBTAINED: \_\_\_\_\_

EMPLOYEE'S NAME: \_\_\_\_\_ EMPLOYEE NUMBER: \_\_\_\_\_

POSITION\RANK: \_\_\_\_\_

Be advised that you are hereby ordered to submit to chemical screening of your blood/urine based upon the following brief explanation of facts that the below signed supervisors are of the opinion and concur support that indicate you are under the influence of or using chemical substances) while in the workplace:

Applicable for Administrative matters only, if "crime" involved or prosecution will be sought by Supervisors/Department, this would change to a "Request" or a statutory requirements dictate.

Cause in this matter is based upon the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Be further advised that should you "refuse" to submit to a Chemical Screening of your blood or urine as based upon the above factors you may be subject to immediate suspension with pay pending a review by the Chief of Police of your refusal and our investigation. The Chief of Police retains the right of final review in this matter.

I acknowledge by my signature that I have read the above and (consent) (refuse) to submit to a chemical screening of my blood and/or urine. I further understand a copy of this advisory shall be supplied to me immediately upon my signing this form.

Signature: \_\_\_\_\_ RANK/POSITION \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_      TIME: \_\_\_\_\_AM/PM

SUPERVISORS MAKING ADVISORY: \_\_\_\_\_ RANK: \_\_\_\_\_

\_\_\_\_\_ RANK: \_\_\_\_\_

ORIGINAL - DEPARTMENT FILE  
COPY - INVOLVED OFFICER

**CHEMICAL SCREENING REQUISITION FORM  
EVIDENTIARY ESCORT**

Name of Laboratory: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Telephone Number: (\_\_\_\_) - \_\_\_\_\_

List all individuals by code number assigned them whose blood/urine specimens are being submitted. Test codes for the below areas shall be prefixed by the letters shown, and followed by the current numerical code system provided each supervisor. Supervisors see coding sheet in assigning code to employee.

- (PA) - POLICE APPLICANTS
- (PP) - POLICE PROMOTIONS
- (RIS)- REASONABLE INDIVIDUALIZED SUSPICION TESTING
- (SA) - SPECIAL ASSIGNMENT

The Supervisor(s) shall personally observe the specimen being drawn or given by the employee. After which the specimen shall be sealed and the Supervisor(s) shall affix their initials, date and time of specimen. Included in the reports on this matter shall be the name, title, address and date of birth of the technician involved in obtaining said specimen. (See Policy - Page 5 - Blood and/or Urine Specimens)

**BLOOD and/or URINE SCREENING REQUEST FOR:**

TEST CODE	CURRENT PRESCRIBED / NON PRESCRIBED MEDS	SPECM. DATE	SUPR.BY
1.			
2.			
3.			
4.			
5.			

Supervisor(s) obtaining Specimen: \_\_\_\_\_ RANK: \_\_\_\_\_  
 \_\_\_\_\_ RANK: \_\_\_\_\_

Received from the above by: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Received from the above by: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Received from the above by: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Received from the above by: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

RECEIVED AT THE LAB BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 \_\_\_\_\_ TIME: \_\_\_\_\_

SEAL BROKEN BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 \_\_\_\_\_ TIME: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

COST OF LIVING ADJUSTMENT

2007, 2008, 2009

It is understood and agreed that during the term of this contract January 1, 2007 to and including December 31, 2009, Article XVI - Cost of Living Adjustment, shall be frozen, i.e., held inoperative, and shall not provide any pay adjustments. This provision shall apply to no contract provision other than cost of living adjustment.

Dated this 17th day of March 2008.

KENOSHA PROFESSIONAL  
POLICEMEN'S ASSOCIATION

CITY OF KENOSHA

/s/ David Niccolai

/s/ John Antaramian

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

/s/ J. Kendall

/s/ Michael Higgins

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
City Clerk

