

AGREEMENT
BETWEEN THE
CITY OF MARSHFIELD
AND THE
MARSHFIELD
POLICE OFFICER BARGAINING UNIT

January 1, 2018 through December 31, 2020

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ARTICLE 1 - PURPOSE OF AGREEMENT

1. It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City of Marshfield and the Marshfield Police Department "Patrol Officers" and "Detectives" to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties.
2. It is expressly understood between the parties to this agreement that the provisions herein shall in no way modify or change the provisions of Section 62.13 of the Wisconsin Statutes, as provides for the establishment and powers of Police and Fire Commission for the City and the rights of Police officers employed by the City of Marshfield.
3. It is further understood by the parties that Section 62.13 of the Wisconsin Statutes is an enactment of statewide concern for providing a uniform system of regulations of Police Departments within the State of Wisconsin. In case of any conflict with the provisions of this agreement and statutory provisions of the Wisconsin Statutes, the said statutory provisions shall govern notwithstanding any provisions of this agreement to the contrary.

ARTICLE 2 - RECOGNITION

1. This agreement made and entered into at Marshfield, Wisconsin, pursuant to the provisions of Chapter 111.70 and 62.13 of the Wisconsin Statutes by and between the City of Marshfield, a municipal corporation, as municipal employer, with the Chief of Police as its agent, hereinafter referred to as the "City", and the Marshfield Police Officer Bargaining Unit as sole bargaining agent for the rank of Patrol Officers and Detectives within the Marshfield Police Department, municipal and employees, hereinafter referred to as "Police Officer."
2. The City recognizes the Marshfield Police Officer Bargaining Unit as the exclusive bargaining agent for the regular, full-time Police Officer and Detective ranks within the Marshfield Police Department, excluding the Chief, Assistant Chief, and Lieutenant ranks within said department.
3. The Police Officer Bargaining Unit agrees to conduct its business off duty as much as possible. The Police Officer Bargaining Unit shall be allowed to hold its meetings at the Marshfield Police Department. Business agents and representatives of the Marshfield Police Department police officer ranks having business with the elected officers or individual members of the Police Officer Bargaining Unit may confer with an officer (or officers) during the course of the working day for a reasonable time, provided that permission is first obtained from the Shift Commander of that officer.
4. On duty employees, who are members of the Police Officer Bargaining Unit bargaining team, may be permitted to attend bargaining sessions at the discretion of the Police Chief or his designee. The City reserves the right to refuse attendance depending upon the specific circumstances. Additionally, anyone on duty is subject to immediate call.

ARTICLE 3 - RESERVATION OF RIGHTS

1. The officers recognize the right of the City and the Chief of Police to operate and manage its affairs in all respects. The officers recognize the exclusive right of the Chief of Police to establish reasonable departmental rules and regulations.
2. The City and the Chief of Police have the exclusive right and authority to schedule overtime work as required in the manner most advantageous to the City commensurate with the applicable ordinances or resolutions providing for overtime compensation as outlined in Article 5 and Article 6 of this agreement.
3. The City and the Chief of Police, and the Police and Fire Commission shall retain all rights and authority to which by law they are entitled.
4. The powers, rights and/or authority claimed by the City are not to be exercised in a manner that will undermine the Police Officer Bargaining Unit or its members as an attempt to evade the provisions of this agreement, or to violate the spirit, intent, or purpose of this agreement.
5. The City possesses the sole right to operate the City government and all management rights repose in it. These rights, which are normally exercised by the Chief of Police include, but are not limited to, the following:
 - A. To direct all operations of City Police Department.
 - B. To hire, promote, transfer, assign and retain officers in positions with the City and to suspend, demote, discharge and take other disciplinary action against officers pursuant to the authority and under the rules, regulations, and policies of the Marshfield Fire and Police Commission.
 - C. To relieve officers from their duties because of lack of work or for other legitimate reasons.
 - D. To maintain efficiency of City Police Department operations entrusted to it.
 - E. To introduce new or improved methods or facilities.
 - F. To change existing methods or facilities.
 - G. To determine the methods, means, equipment and personnel by which such operations are to be conducted.
 - H. To take whatever action which must be necessary to carry out the functions of the City in situations of emergency.
 - I. To take whatever action is necessary to comply with State or Federal law.
 - J. To establish reasonable work rules.
 - K. To determine the number, structure and location of departments and divisions within the Marshfield Police Department; the kinds and amounts of services to be performed by the Marshfield Police Department, and the number and kind of positions and job classifications needed to perform such services.
6. Nothing in this Agreement shall be construed as imposing an obligation upon the City to consult or negotiate with the Association concerning the above areas of discretion and policy.

ARTICLE 4 - FAIR SHARE AGREEMENT

1. Dues Deduction

The City agrees to deduct from the pay of all Officers covered by this agreement the dues, initiation fee, and assessments of the Association and agrees to remit to said Association the amount of money certified by the Association as being the monthly dues uniformly required of all Officers by the end of the month for which the deduction is made. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Written authorization to make such deductions will be required by each Officer.

2. Fair Share

A. Membership Not Required: Membership in the Association is not compulsory. Officers have the right to join, not join, maintain, or drop their membership in the Association as they see fit. No Officer will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an Officer membership because of race, color, creed or sex.

B. Officer Representation: The Association will represent all of the Officers in the bargaining unit, members and non-members, fairly and equally and therefore, all Officers shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the amount of local dues uniformly required of members of the Association. For the purpose of this Article the phrase "cost of collective bargaining process and contract administration" shall not include any funds allocated for, or devoted to, the advancement of the candidacy of any person for any political office, or the advancement of any local, State or Federal legislation.

C. Fair Share Costs: The Association agrees to certify to the city only such Fair Share costs as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of the competent jurisdiction in this regard.

D. Officer Appeals: The Association shall provide Officers who are not members of the Association with an internal mechanism within the Association which will allow those Officers to challenge the Fair Share amount certified by the Association as the cost of representation and receive where appropriate a rebate of any monies determined to have been improperly collected by the Association.

E. Responsibilities of the City and the Association:

(1) If, through inadvertence or error, the City fails or neglects to make a deduction which is properly due and owing from an Officer's pay check, such deduction shall be made from the next pay check of the Officer and submitted to the Association. The City shall not be liable to the Association, Officer or any party by reason of the requirement of this section of the agreement for the remittance or payment of any sum.

(2) Indemnification and Hold Harmless Provision: The Association shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City under this section.

ARTICLE 5 - HOURS OF WORK

1. A normal work day for patrol officers shall consist of a twelve hour shift. The shift cycle for patrol officers shall be the following: two days on duty, two days off duty, three days on duty, two days off duty, two days on duty three days off duty, (ie: 2-2, 3-2, 2-3 = 14 days) unless otherwise agreed between the Officer and Police Chief for the sole purpose of worker's compensation or light duty. The normal work day for plainclothes officers including School Resource Officer, Traffic Safety Officer, Drug Detective, and Sensitive Crimes Detective) shall consist of an eight hour shift. The normal work week for plainclothes officers shall consist of five (5) days on duty, two (2) days off duty, five (5) days on duty, two (2) days off duty.
 - A. For purposes of overtime, call time, paid holidays and other premium pay, the hourly rate shall be computed on the yearly base salary, divided by 2080.
 - B. Detectives will work a ten (10) hour schedule four (4) days a week on a rotating basis with schedules of Monday through Thursday; Monday, Tuesday, Thursday, Friday; Tuesday through Friday. Start times to vary as determined by the Chief or the Chief's designee. Any time either party finds this scheduling unworkable, the plan can be dropped and will revert back to the 5-2, 5-2 (8 hours per day) work schedule.
 - C. The officer assigned as the Drug Detective shall submit a tentative schedule to their shift supervisor for their approval on a weekly basis. This schedule shall consist of flexible hours totaling 80 hours each pay period. With approval, the Drug Detective shall be allowed to adjust this schedule when needs arise.
 - D. Both parties agree to continue the practice of permitting one Officer on the night shift to be scheduled as the "early officer". Accordingly, that Officer reports for duty one hour earlier than normal shift starting times and is consequently scheduled to end their shift one hour earlier than normal.
2. Switching of Duty Hours – Officers will be allowed to change shifts and/or days off with one another, subject to the approval of the shift commander involved and/or the Chief of Police. The Officer trading who will be scheduled for duty after the approval, will be responsible for being present for their tour of duty.

ARTICLE 6 - OVERTIME, COMPENSATORY TIME

1. Overtime - Officers will be compensated at the rate of time and one-half based on their normal rate of pay for all hours worked in excess of their normal shift. For purposes of overtime the hourly rate shall be computed on the yearly base salary divided by 2080.
2. Compensatory Time - All Officers covered by this agreement shall be compensated with pay or compensatory time off subject to the approval of the Chief of Police for all time worked in excess of the scheduled work day or work week. Such cash or compensatory time off shall be computed on the basis of one and one-half hours for each one hour of overtime worked.
 - A. All overtime earned shall be either paid or used as compensatory time off. Officers will be allowed to accumulate a maximum of 84 hours of compensatory time. This maximum of 84

hours of accumulated compensatory time may not be exceeded at any point with officers paid as appropriate for hours beyond the 84-hour limit. Officers will be allowed to regenerate these hours if their compensatory bank has been reduced below the 84 hour limit either through the use of time off or cash payout. Cash payout for compensatory time will be allowed one time per year to be paid on the first payroll date in December. This payout will be limited to 45 hours and must be requested by the Officer.

- B. Due to the nature of work performed by the School Resource Officers, Traffic Safety/Crime Prevention Officer, K9, and Drug Detective, they will be permitted to accrue a maximum of 120 hours of compensatory time off.
3. Approval of Overtime, Compensatory Time – All overtime and compensatory time must be approved by the Chief of Police or his designee. The number of hours of overtime and compensatory time must be submitted to central payroll along with the Officer's normal hours of work for that pay period.
 4. Voluntary Duty - Officers who volunteer to work as the Assistant Firearms Instructor, Advisor to the Explorer Scouts, participate in tactical team training, and work with the Police Auxiliary will be compensated with time off on a time and one half (1 ½) basis. Officers receiving compensatory time off for volunteer work shall be allowed to apply such time off toward the 84 hours of accrued compensatory time off provided in Paragraph (2) above.
 5. Officers assigned to work 12 hour shifts will have 36 hours of compensatory time added to their compensatory banks four times each year. This will occur the first day of each calendar quarter, Jan. 1, Apr. 1, July 1, Oct. 1). This 36 hour addition will be inclusive with the 84 hour maximum limitation. Once per quarter, any officer exceeding the 84 hour limit will be paid at straight time for hours above 84 the maximum Compensatory time shall not be lost by the officer.
 6. The 36 hours of compensatory time added to the 12 hour shift Officers bank are considered hours added in advance at the rate of 12 hours per month. An Officer who is quitting or is being terminated due to discharge or retirement shall have these hours prorated at the rate of 12 hours per month. An Officer leaving prior to the 15th of any month shall not be credited for that month. Officers leaving on or after the 15th of any month shall receive credit for that month. New Officers starting prior to the 15th of any month shall be credited for that month. No credit shall be given for an Officer starting on or after the 15th of the month. In the event of the death of the Officer, the City shall not seek reimbursement for compensatory time taken prior to the time of death.

ARTICLE 7 - MINIMUM CALL-IN TIME

1. Call time is defined as a request to return to duty at some time other than the regularly scheduled starting time. Officers shall receive a minimum of three (3) hours pay at the rate of time and one-half the officer's regular base rate of pay. This shall not include any time an officer is called in while off duty to complete or correct reports neglected during the regular duty hours.
2. The minimum call-in pay premium will be paid if an officer is notified of the change in their work schedule after the completion of their last series of consecutive days of work. If the shift change involves a string of consecutive days the call-in pay premium will be paid for only the

first day in which the schedule has been changed. For large community events, the City will make every effort to provide the officer with two weeks of advance notice of changes in their work schedule. If less than one week of advance notice is provided, the officer will qualify for the call-in pay premium for the first day in which the schedule has been changed.

3. Time worked that continues the normal work day shall not apply to minimum call-in pay.
4. All call-in time must be approved by the Chief or his designee.

ARTICLE 8 - NIGHT SHIFT DIFFERENTIAL

All non-day shift Officers shall receive \$0.40 shift differential for each hour work. (Day shift Officers are defined as Officers beginning their shift between 5:00 A.M. and 11:00 A.M.) Any Officer assigned to work overtime between 6:00 P.M. and 6:00 A.M. shall qualify for \$0.40 shift differential for each hour worked.

ARTICLE 9 - COURT FEE - WITNESS FEE

1. Officers who are off duty and are summoned to appear in a Court of Law, on official City business, will be compensated at the minimum rate of two (2) hours pay computed at time and one-half the Officer's base salary, as set forth in Article 5, (1) (C). Cancellation of court after 3:00 p.m. the previous day would still qualify for 2 hours.
 - A. Officers whose subpoena appearance time is either during scheduled duty hours or consecutive with the end of their scheduled duty hours, shall not qualify for minimum court fee.
 - B. Officers who are required to appear for court prior to their scheduled hours of duty, shall qualify for minimum court fee.
 - C. Travel time to and from court, shall be inclusive with court time pay.
 - D. Two hours minimum court fee, shall apply only once per day.
2. Officers will receive the witness fee, if the officer has traveled to the place of court or to the police department to prepare for court, and is notified that the court hearing is canceled.

ARTICLE 10 - TRAVEL EXPENSES

1. Officers who are out of the City of Marshfield on approved City business will be reimbursed for use of a personal vehicle. Payment will be at the current City rate per mile traveled and will be computed to include the round trip from the police department to the destination and back. Reimbursement will not be paid to passengers or to drivers of City owned vehicles.
2. Officers who are out of the City of Marshfield on approved City business shall be reimbursed for meal expenses. This allowance will be paid upon presentation of original receipts for each meal. The maximum amount of such reimbursement would be limited to \$ 51/day and \$26/half day

(state rate), and this would be tied to future state rate changes. (If the state rate changes during a calendar year, the change would take effect on January 1st of the following year.) A half day will be considered a single eligible meal or breakfast and lunch per day. A full day will be considered three (3) eligible meals or lunch and dinner per day. An Officer must leave home prior to 6:30 am or be required to stay overnight to qualify for the breakfast reimbursement. An Officer must arrive back in Marshfield after 7:00 pm to be eligible for the dinner reimbursement. The time taken to eat the evening meal may not be included in the 7:00 pm time limit.

3. The City shall pay 100% of the necessary lodging expenses for an Officer who is out of the City of Marshfield on approved City business with prior authorization of the Chief or his designee. Payment shall be in the form of an authorization for direct billing or upon presentation of original receipts.

ARTICLE 11 - PROBATIONARY PERIOD

1. The probationary period for starting patrol officers is twelve (12) complete months.
2. Probationary officers who resign or are terminated within their first twelve (12) months of employment are not entitled to payment for vacation.
3. Officers hired without certification and sponsored through the department to attend an academy will be compensated at a rate of 80% of the current Step 1 starting rate of pay for hours attending and driving to/from the academy.

ARTICLE 12 - LONGEVITY PAY

Years	Dollars Per Month
10 to 15 years	\$22.00
15 to 20 years	\$33.00
20 to 25 years	\$44.00
over 25 years	\$55.00

1. Longevity payments will not be included in base pay for purposes of computing holiday pay or vacation pay.

ARTICLE 13 - HOLIDAYS

New Years Day	Thanksgiving Day
Friday Before Easter	December 24
Memorial Day	Christmas Day
Independence Day	December 31st
Labor Day	Personal Holiday

1. Officers receive ninety-six (96) hours paid holiday time to be placed in a bank on January 1st of each year. Twelve (12) hours of holiday time must be taken as time off, to be scheduled by mutual agreement with the supervisor. Officers may elect to take holiday time off in time periods of four (4) hours or more. Any officer with less time than four (4) hours in the holiday bank will be allowed to take that amount of time off prior to the end of the calendar year. Holiday time that is unused or unscheduled by December 1st, will be paid to the officer on the first payroll date in December of that calendar year.
2. If an Officer is required to work on one of the Holidays, that Officer will receive time and one-half their regular hourly rate for each hour worked. Officers who are scheduled off on a Holiday will receive their normal pay for that particular pay period. If an Officer is required to work beyond their normal shift as a continuation of the shift or is called in to work on a holiday when scheduled off, the Officer shall receive double time their regular hourly rate for all overtime hours worked on the holiday.
3. If a holiday falls during an Officer's scheduled vacation that Officer has two options:
 - A. The holiday can be credited against the banked holiday account leaving the Officer an extra day of vacation.
 - B. The Officer may credit the day against vacation leaving the Holiday in the banked holiday account for pay or use as time off.
 - C. Whatever holiday/use option is chosen, the Officer is responsible for notifying the supervisor as to how they choose to have the day charged. Failure of the Officer to make their wishes known regarding the day will have the time credited against their holiday bank.
4. An Officer who is newly hired in a year or gives at least two weeks prior notice to quitting, or Officer whose service is being terminated due to discharge or retirement shall receive pay for holidays on a prorated basis of their regular rate of pay. Officers who die while in the service of the City shall receive pay for holidays earned on a prorated basis of their regular rate of pay however, the City shall not seek reimbursement for holidays taken prior to the time of death. To receive credit for a month an Officer would have to leave after the 15th or start before the 15th.

ARTICLE 14 - SICK LEAVE

1. A permanent Officer shall accumulate one day of sick leave credit for each calendar month of service, except that in the event such service commences after the 15th day of the month, no credit will be given for that month. Each day of sick leave credit so accumulated shall be used as a basis for sick leave pay while an Officer is absent because of illness.
2. Sick leave days under this plan shall be accumulated to a maximum of 960 hours. Officers working 12 hour shifts will generate 12 hours sick leave per month. Officers working 8 or 10 hour shifts will generate 8 hours sick leave per month. The Drug Detectives for the purpose of sick leave shall be considered an 8 hour per day employee and will generate sick leave at a rate of 8 hours per month.
3. In order to be granted sick leave with pay, an Officer who is ill and unable to report to work shall notify the on-duty Shift Commander or employee in charge at least sixty (60) minutes or earlier, if reasonable, before the start of their regular shift or assignment, and they must submit a medical

certificate for any absence of more than three (3) consecutive working days if requested by the Chief of Police. They must keep the on-duty Shift Commander informed of their status.

4. Deductions from accumulated sick leave shall be taken in not less than one hour periods. Compensation for sick leave will be based on a 12 hour day for those Officers working a 12 hour shift, a 10 hour day for those Officers working a 10 hour shift and an 8 hour day for those Officers working an 8 hour shift. Deductions in sick leave for Drug Detectives shall be the number of hours scheduled to work the day missed due to illness.
5. Sick leave accumulated under this plan is surrendered if and when an Officer leaves their employment. Sick leave credits shall be transferable from one City department or position to another.
6. Officers shall be allowed to use up to twenty-four (24) hours per year of accrued sick leave for the medical needs (including doctor and dental appointments) for himself/herself, his/her spouse, parents (including in loco parentis), or children.

ARTICLE 15 - EMERGENCY LEAVE

1. The City shall allow Emergency Leave, for the amount of time specified in the following situations:
 - A. In case of a death in the immediate family (immediate family includes spouse, child, stepchildren, parents, stepparents, parents-in-law, grandparents, grandparent in-law, brother and sister) of a regular Officer, they will be paid for the scheduled time lost, not to exceed three (3) working days at their regular straight time rate of pay to be used from the time of notification to three working days after the burial.
 - B. One (1) day at full pay for deaths of relatives (relatives include grandchildren, brother-in-law, sister-in-law, uncles, aunts, nephews, and nieces) falling on a work day.
 - C. One (1) day for weddings in the immediate family falling on a work day. (Immediate family is defined in A.)
 - D. One (1) day at full pay for a birth in the household falling on a work day.
 - E. For the purposes of this Agreement, an assigned shift shall be considered one day.

ARTICLE 16 - WORKER'S COMPENSATION

1. A regular full time Officer who sustains an injury while performing within the scope of their employment as provided by Chapter 102 of the Wisconsin Statutes (Workers Compensation) shall continue to receive the difference in pay between the worker's compensation payment and regular gross base salary for a period of thirty (30) work days. Upon completion of the thirty (30) work days, the Officer may continue to receive full pay by requesting the City to pay the difference between their regular gross base salary and their worker's compensation payments for the period of time of the injury under the following conditions:
 - A. The Officer must have accrued unused sick leave, holiday, compensatory time or vacation benefits to be eligible to receive payments.

- B. If the Officer has accrued unused sick leave, holiday, compensatory time or vacation benefits the Officer must contact the Chief of Police in writing requesting that the City pay the difference between the worker's compensation benefits and their regular gross base salary.
- C. The Officer must substantiate to the City's satisfaction, actual receipt and amount of each worker's compensation payment and the amount of the Officer's regular gross base salary.
- D. The City shall deduct from accumulated sick leave, holiday, compensatory time or vacation benefits the actual time needed (2.7 hours for 8 hour shifts, 3.3 hours for 10 hour shifts and 4.0 hours for 12 hour shifts) to generate sufficient money to make up the difference between the worker's compensation payment and the amount of the Officer's regular gross base salary. For the purposes of this section, the Drug Detective while working a flex schedule shall be considered a 10 hour per day employee.
- E. When sick leave benefits, holidays, compensatory time and vacation benefits have been exhausted, the Officer shall only receive worker's compensation payments. Officers may choose to receive the worker's compensation payment and receive no additional payment from the City.

ARTICLE 17 - CLOTHING ALLOWANCE

- 1. Clothing allowance for Officers will be as follows:
 - A. The clothing allowance for Officers will be in the sum of \$600 per year for 2018, and \$650 per year for 2019 and 2020. The clothing allowance shall be paid to each Officer on the second payroll day in January of each calendar year.
 - B. The City will furnish new probationary patrol officers their initial uniforms not to exceed \$800. In the event the probationary patrol officer fails to complete their probationary period, all uniforms and duty related items purchased with the \$800 shall become the property of the City.
 - C. All uniforms and/or clothing shall be purchased only after being approved by the Chief of Police. An officer may purchase fitness equipment and fitness attire with the clothing allowance.
 - D. Terminating Officer:
 - (1) Officers are advanced for clothing and subject to deductions as follows:
 - (2) Deduction: Any Officer who leaves the Department for any reason during the year, except death of the Officer, shall allow the City to deduct from their final paycheck the amount due the City on prorated basis.
 - (3) Pro-ration: Pro-ration of the uniform allowance shall be determined by computing the actual period of employment during calendar year by the Officer. Any Officer hired between the 1st and the 15th of the month shall be given credit for working the full month. If they are hired after the 15th, they will receive no credit for that month. If the Officer leaves or is terminated on or before the 15th of the month, they will receive no credit for that month. After the total number of months worked has been determined, the number of months worked will be the numerator of a fraction with twelve as the denominator. The resulting fraction shall be applied to the specific uniform allowance in

question during that year.

ARTICLE 18 - COMPENSATION FOR POLICE TRAINING

1. An Officer attending a police training course while off duty, authorized by the Chief of Police or his designee, shall be compensated under provisions set forth in Article 6.
 - A. All approved, mandatory or annual recertification training, including breaks and lunch periods, attended while off-duty, will be compensated at time and one-half.
 - B. Officers who are off duty and attend approved training shall be compensated at the minimum rate of two (2) hours pay or compensatory time as set forth in Article 6. This applies to all training. Additionally, Officers attending training at the Lincoln-Spencer Road range facility shall be paid an additional one-half (.5) hour pay or compensatory time as set forth in Article 6 in lieu of travel time or expenses for travel to and from the range. Minimum training time of 2 hours shall not apply if the training is an extension of an Officer's regular work hours.
 - C. In order to facilitate the attendance of an Officer at a training session, it is permissible for the Officer and shift supervisor to agree upon switching off time on a straight time basis so that overtime will not be incurred.
 - D. Travel time to and from approved training will be compensated under Article 6. (This excludes range training as explained in Article 18 (1) B.)
2. Officers attending approved training will receive a lunch period. If the Officer is on duty and attending a training program, they will receive a one hour lunch period but will be subject to call and will not be eligible to make any claim against the City for portions of a lunch hour that may be missed.
 - A. This procedure will have no effect on our regular lunch hour procedures for Officers performing regular functions on a shift. Additionally, Officers attending less than 4 hours of training will have no claim for a lunch hour.
3. Officers who complete their training (including travel and breaks) prior to the end of their normal scheduled work day will be expected to complete the shift's regular total hours by one of the following methods:
 - A. Officer may continue to work upon their return until the time commitment is met.
 - B. Officer may request the amount of time not worked to be deducted from their compensatory time bank.

ARTICLE 19 - EDUCATIONAL BENEFITS

1. All officers with one (1) year of service shall receive pay for a school incentive program for an Associate Degree or a Bachelor's degree at the following rate:
 - A. Officers shall be paid \$.30 per credit, per month upon proof of completion of the course. Effective with credits earned after 1/1/93; this benefit does not apply to credits earned in the course of employment. Officers hired after January 1, 1998, shall be paid \$0.30 per credit, per month upon proof of completion of courses only for those credits that exceed a base of

sixty credits. Employees hired after December 31, 2010 are eligible for the monthly incentive pay program up to a maximum of 60 credits above their associate degree.

- B. Books and tuition will be paid for by the City for up to 16 credits per Officer per calendar year, if an Officer does not receive reimbursement from state or federal programs or veterans benefits. Receipts will be required for all reimbursements. Officers completing a course are required to return their textbook(s) to the vendor for credit toward their next class/textbook, or to turn in the textbook for placement in the department library.
- C. To receive per credit payment and payment of course tuition and books the course must be criminal justice or related or necessary for the completion of an Associate or Bachelor's Degree. Courses must be from an accredited institution. In addition, if the Officer does not obtain a C grade or better, the Officer will be required to repay the City any funds received for the course tuition and books. Proof of grades must be furnished to the Chief or his designee.

ARTICLE 20 - PAY PERIOD

- 1. Officer's personal payroll vouchers will be prepared by the Finance Department and will be paid bi-weekly, every other Friday. If Friday is a legal holiday, then payday shall be on the day preceding the legal holiday. The Officer's base gross salary will be calculated by dividing the annual salary by the number of paydays falling in that calendar year.
- 2. Payroll Savings Plan (457). A payroll savings plan is available to officers who wish to enroll. The City agrees to operate the savings plan in accordance with procedures set down by the United States Government.

ARTICLE 21 - VACATION

- 1. The Chief shall administer the vacation schedule according to the terms of this Agreement. He shall reserve the right to determine the number of personnel to be on vacation at any one time in order to insure maximum protection and safety of the City.
- 2. Officers shall receive vacation benefits as follows:

<u>Years of Service</u>	<u>Vacation Time</u>
After one (1) years service	Forty (40) hours
After two (2) years service	Eighty (80) hours
After seven (7) years service	One hundred and twenty (120) hours
After fourteen (14) years service	One hundred and sixty (160) hours
After twenty (20) years service	Two hundred (200) hours

- 3. Officers shall be eligible for vacation benefits on their anniversary date and such vacations shall be taken within one (1) year following the anniversary date. Officers on vacation shall be compensated at their normal hourly rate of pay plus any benefits to which they are normally

entitled.

4. Short Time Vacation Usage. Short time vacation usage shall be defined as vacation time off in one day or less time periods. Officers may elect to take vacation time off in time periods of four hours or more. Any Officer with less time than four hours in their vacation bank will be allowed to take that time off prior to their anniversary date. Approved short time vacation is subject to cancellation should conditions change.
5. All Officers who are eligible for vacation shall submit their first choice of dates to the Shift Lieutenant or designee by November 1st of each year for vacation dates the following year. Second choice vacations shall be submitted by November 15th of each year for vacation dates the following year. In the event two Officers on the same shift choose the same vacation time period as first choice, the senior of the two Officers shall be granted their first vacation choice. The same shall hold true for second choice vacations. Vacation choices shall be limited to fourteen calendar days each for all personnel.
6. An Officer who gives at least two (2) weeks prior notice to quitting, and Officers whose service is being terminated due to discharge, death or retirement shall receive pay for their accrued and unused vacation benefits; at their regular rate of pay at the time of termination. If an Officer terminated before the 15th of the month they shall not receive credit for the month; if the termination occurs on or after the 15th of the month, they shall receive credit for a full-month towards vacation accrued.
7. It is the responsibility of the Officer to see that all vacation days are used prior to their anniversary date. No unused vacation will be paid-out.

ARTICLE 22 - RULES AND REGULATIONS OF THE POLICE DEPARTMENT

1. The rules and regulations of the Marshfield Police Department as established by the Police and Fire commission of the City of Marshfield, Wisconsin, in accordance with the provisions of Section 62.13 of the Wisconsin Statutes and pursuant to Section 111.70 of the Wisconsin Statutes shall be made part of this Agreement by reference.
2. Each Officer will have access to the Policies and Procedures Manual of the Marshfield Police Department through the computer and supervisor. Officers shall be notified of any changes to said Manual by e-mail.

ARTICLE 23 - HOSPITALIZATION PLAN (INSURANCE)

1. The City shall offer the City-wide health plan to eligible staff. Premium costs will be shared 85%/15% between the City and Officer respectively.
2. Probationary Officers: The insurance provided under this section shall be available to all probationary Officers when they are eligible to participate as determined by the insurance carrier.
3. No Claim: No Officer shall make any claim against the City for additional compensation in lieu of or in addition to the cost of their coverage because they do not qualify for the insurance or the family plan thereunder.

4. The City shall allow Officers to participate in the Dental Plan at 100% Officer paid premiums.

ARTICLE 24 - LIFE INSURANCE AND DEATH BENEFIT PROVISION

1. The City will pay for the first \$7,500 of-life insurance and the Officer is entitled to purchase additional insurance at the current rate, per \$1,000 for each \$1,000 he earns, to the next closest thousand of their yearly salary (minimum purchase is basic plan or one times last year's Wisconsin Retirement System wages). (Example) A salary of \$9,000.01 per year entitled the officer to receive \$10,000.00 worth of life insurance under the City Group Plan.
2. Upon selection and ratification of an increased life insurance plan, each Officer will be furnished a copy of the terms and provisions thereof and by mutual agreement of both sides, the City and the Police Officer Bargaining Unit will be attached to and made part of this agreement.
3. The City of Marshfield recognizes Wisconsin Statutes 102.475, Workers Compensation death benefit for Police Officers killed in the line of duty while employed by the City of Marshfield.
4. Change of Carrier: The City may from time to time change the insurance carrier and/or self-fund insurance benefits if it elects to do so, provided equal benefits are maintained. The City shall notify the Association prior to any change in carrier.

ARTICLE 25 - RETIREMENT PROGRAM

The Employer agrees to participate in the Wisconsin Retirement System. The Employer shall pay 100% of the employer's required contribution to the Wisconsin Retirement System. All employees shall pay the full WRS employee contribution as required by state law.

ARTICLE 26 - SUSPENSION, DISMISSAL AND REDUCTION IN RANK

Suspension, dismissal and reduction in rank by the Chief shall be governed by Section 62.13 of the Wisconsin Statutes.

ARTICLE 27 - GRIEVANCE PROCEDURE

1. Definition of Grievance: For the purpose of this Agreement, the term "grievance" means any dispute between employer and the officer or officers, or between the City and the Officer concerning the effect, interpretation, application, claim of breach or violation of the provisions of the agreement which are not specifically exempted from grievance procedure, including what constitutes cause for disciplinary action.
2. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual consent. A working day for the purposes of the grievance procedure is defined as any one of five

- (5) days, Monday through Friday.
3. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
 4. Steps in Procedure:
 - Step 1: The grievant shall contact their immediate supervisor within five (5) working days after they knew or should-have known of the cause of such grievance. In the event of a grievance the Officer shall perform their assigned work task and grieve their complaint later. The Officer's immediate supervisor shall within five (5) working days inform the Officer and the Association of their decision.
 - Step 2: If the grievance is not settled at Step 1 the grievant may, within five (5) working days after the oral decision of their immediate supervisor, prepare a written grievance to the Chief. The Chief shall meet with the Officer and not to exceed two (2) Association Representatives to discuss the grievance. Said meeting shall occur within ten (10) calendar days of the submission of the written grievance by the Officer. The Chief shall then review and further investigate the grievance and inform the aggrieved Officer and the Association in writing of his decision within five (5) working days after the meeting between the grievant and the Chief.
 - Step 3: If the grievance is not settled in Step 2, any grievance which is not covered by Section 62.13 (5) of the Wisconsin Statutes shall be submitted to the Finance, Budget and Personnel Committee through the City Administrator. This appeal shall take place within five (5) working days after receipt of the written decision of the Chief. The Finance, Budget and Personnel Committee shall then answer the appeal after review of the record and investigating the grievance within ten (10) working days. The City Administrator shall inform the aggrieved Officer and the Association in writing of its decision. All matters subject to the provisions of Section 62.13 (5) of the Wisconsin Statutes shall be processed in accordance with the statute.
 5. Arbitration:
 - A. Time Limits: If the grievance is not settled in the third step and it is not governed by Section 62.13 (5) of the Wisconsin Statutes, the grievance may be appealed to arbitration by the Officer and the Association giving written notice to that effect to the City Administrator within five (5) working days after the written decision in Step 3 is received.
 - B. Selection of Arbitrator: The Arbitrator shall be selected by The Wisconsin Employment Relations Commission. The decision of the arbitrator will be final and binding on all parties except for judicial review. The Arbitrator's authority shall be limited to the subject matter of the grievance and shall be restricted solely to an interpretation of the contract in the area where the alleged breach occurred. The Arbitrator shall not modify, amend, add to, or delete from the express terms of the Agreement.
 - C. Arbitration Hearing: The arbitrator shall use their best efforts to mediate the grievance before the formal arbitration hearing. The arbitrator appointed by the Wisconsin Employment Relations Commission shall meet with the parties as soon as a mutually agreeable date can be set to preview the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Association which shall be final and binding on both parties.

- D. Cost: Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all out-of-pocket expenses including possible attorney's fees.

ARTICLE 28 - SENIORITY

1. Seniority shall, for the purpose of this agreement, be defined as an Officer's length of continuous full time service, within the bargaining unit, since their last date of hire, less adjustments due to layoff, approved leaves of absence without pay, or other breaks in service.
2. Seniority and the employment relationship shall be terminated if an Officer:
 - A. quits;
 - B. is discharged;
 - C. is absent from work for three (3) consecutive working days without notification to and approval by the employer, unless unable to notify for physical or other reasonable excuse;
 - D. fails to report to work within three (3) working days after having been recalled from layoff;
 - E. fails to report for work at the termination of a leave of absence;
 - F. while on a leave of absence for personal or health reasons accepts other employment without permission;
 - G. retires.

ARTICLE 29 - MILITARY LEAVE

Leave of absence shall be granted for absences because of national guard or military reserve training. Such leave of absence may be in addition to regular vacation periods, but no compensation will be paid unless such training periods are taken during the Officer's vacation.

ARTICLE 30 - JURY DUTY PAY

1. Policy - When an Officer is absent from work for the purpose of performing jury duty, they shall be entitled to their regular compensation less the amount received as compensation for jury duty fees. The Officer will retain all compensation received for jury duty.
2. Procedure for Payment:
 - A. When an Officer is absent on Jury Duty, it should be reported on the Officer's time card.
 - B. When an Officer is reimbursed for their jury duty, that Officer must inform the Finance Department of the amount received.
 - C. The amount compensated for jury duty fees, exclusive of mileage, will be deducted from their next payroll check.

ARTICLE 31 - RESIDENCY

Employees shall be allowed to reside within fifteen (15) straight-line miles from the nearest City boundary or must become such resident no later than sixty (60) days following the completion of their probationary period. Any permanent Officer of the City of Marshfield subject to this Agreement who moves outside the 15 mile restriction shall automatically vacate their position with the City on the same date that the transfer of residence takes place, but no more than sixty (60) days after physical removal. Exceptions may be granted at the discretion of the Police Chief.

ARTICLE 32 - POST EMPLOYMENT HEALTH PLAN

The City of Marshfield ("Employer") agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement.

The City agrees to establish a Post Employment Health Plan (PEHP) in accordance with applicable sections of the Internal Revenue Service Code with the City paying any administration costs. Beginning on July 1, 2008 the City will contribute \$400.00 per year to a PEHP account for each Officer. Contributions will be made in equal pay periods. Both contributions are non-pensionable under the Wisconsin Retirement System.

ARTICLE 33 – LATERAL HIRE PAY

Prospective officers with previous full-time law enforcement experience who are currently certified or certifiable may be hired at pay rates and vacation above that of starting officers. Any increase in pay or vacation beyond what the contract currently specifies will not exceed what a current officer of equal experience receives. Any increase to what is specified within the current contract will take effect upon completing phase 5 of the Field Training Program.

ARTICLE 34 - NO OTHER AGREEMENT

The City agrees not to enter into any other agreement written or verbally with the members of the Police Officer Bargaining Unit, individually or collectively which in any way conflicts with the provisions of this Agreement.

ARTICLE 35 - AMENDMENT PROVISIONS

This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City of Marshfield and the Police Officer Bargaining Unit, where mutually agreeable. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 36 - SAVINGS CLAUSE

If any Article or Section of this agreement or any addendum thereto should be held invalid by operation of the law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually agreeable replacement for such Article or Section.

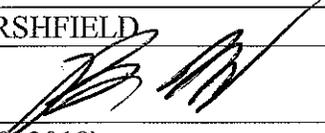
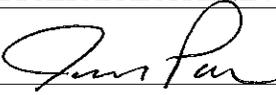
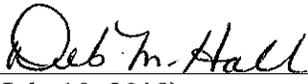
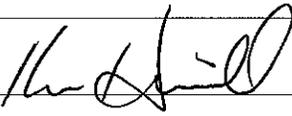
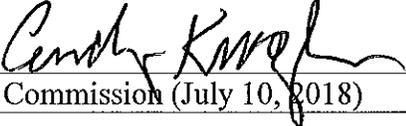
ARTICLE 37 - TIMETABLE FOR CONFERENCES AND NEGOTIATIONS

The parties agree to reopen negotiations on or before August 31 for the purposes of discussing changes to the Agreement to be effective January 1 of the following year. Either party may send notice to the other party requesting that the negotiations be opened to make changes to the current Agreement. Initial proposals from each party shall be presented at the initial bargaining session. If the parties are unable to meet before August 31, the initial bargaining session shall be held as soon as possible thereafter.

ARTICLE 38 - DURATION OF AGREEMENT

This Agreement will become effective January 1, 2018, and shall remain in full force to and including December 31, 2020. In the event agreement is not reached for renewal of the Agreement, the existing terms and conditions shall continue to apply until settlement is reached in negotiations; however, the state law, if any, shall continue to apply at that time.

IN WITNESS WHEREOF, THE PARTIES HERETO, HAVE EXECUTED THIS AGREEMENT FOR THE YEARS TWO THOUSAND SEVENTEEN.

CITY OF MARSHFIELD	POLICE OFFICER BARGAINING UNIT
Bob McManus  Mayor (July 10, 2018)	Jason Parks  President
Deb Hall  City Clerk (July 10, 2018)	Kevin Hamill  Vice President
Andy Keogh  Fire & Police Commission (July 10, 2018)	Michael Topness  Secretary

APPENDIX A

<u>Employment status</u>	<u>Current</u>	<u>6/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Step 1 (starting)	\$49,667 \$23.88	\$51,584 \$24.80	\$53,498 \$25.72	\$55,411 \$26.64
Step 2 (1 st year)	\$52,301 \$25.14	\$54,392 \$26.15	\$55,744 \$26.80	\$57,138 \$27.47
Officers at 2 nd year now (a)	\$56,269 \$27.05	\$57,394 \$27.59		
Step 3 (3 rd year)	\$58,938 \$28.34	\$60,674 \$29.17	\$62,400 \$30.00	\$64,126 \$30.83
Step 4 (7 th year)	\$61,133 \$29.39	\$63,586 \$30.57	\$65,499 \$31.49	\$67,475 \$32.44
Step 5/special Assignment (b)	NA NA	\$65,062 \$31.28	\$67,018 \$32.22	\$69,035 \$33.19
Step 6 (detective)	\$63,821 \$30.68	\$66,373 \$31.91	\$68,370 \$32.87	\$70,429 \$33.86

(a) Second year pay is discontinued; officers now at this step receive 2% pay increase until they reach the 3rd year pay step; current 1st year officers will not reach the 2nd year step

(b) Special assignment positions are defined as follows:

- School resource officer
- Traffic Safety/Crime Prevention Officer
- Field training officer
- Lead officer

APPENDIX "B"

School Resource Officer Assignment: The City agrees to continue the School Resource Officer as an assignment in the Police Department. The Officer assigned to this position shall be compensated at the Special Assignment pay rate. The Chief reserves the right to assign or remove the School Liaison Officer in accordance with the best interest of the Department.

Temporary Detective Assignment: The Detective classification and pay range is for an Officer permanently assigned to the position of Detective. The salary for this position is not to be paid to Police Officers being rotated into the Detective Bureau for training. A Police Officer fully trained as a Detective and temporarily assigned to the Detective Bureau will receive the Detective rate of pay. A temporary assignment is defined as a month or less.

Acting Shift Commander Pay: A Patrol Officer assigned to serve as Acting Shift Commander in the absence of both the Lieutenant and the Lead Officer shall receive additional compensation in the amount of one dollar (\$1.00) an hour for each hour worked. The Acting Shift Commander duties shall be assigned by the Chief or his designee for each shift.

Traffic Safety/Crime Prevention Officer: The City agrees to continue the Traffic Safety/Crime Prevention Officer as a position with the Marshfield Police Department. Officers shall be selected for the TS/CP position, in accordance with the established procedure. The Officer in the position shall be compensated at the Special Assignment rate of pay.

Field Training Officer: A Patrol Officer assigned to serve as Field Training Officer shall receive additional compensation when assigned as FTO for the period of training a new employee, on the basis of the Special Assignment rate of pay except while on leave or at training without the trainee. Assignment of the FTO duties shall be at the sole discretion of the Chief.

Canine Officer: The patrol officer assigned as the canine handler shall, upon receiving canine handler training and implementation of the program, continue in that assignment for a minimum period of three years unless removed by department administration for cause.

All contractual provisions which apply to patrol officers working patrol duties shall apply to this assignment except for the following:

The canine handler will generally work a schedule consistent with the shift to which they are assigned; two days on, two days off, three days on, two days off, two days on, three days off, repeat. Due to the nature and demands of their work, canine officers will generally work the night shift schedule.

The canine handler shall perform assigned duties 11 hours each schedule day. One additional hour of each scheduled day is considered straight time worked. Those seven work hours each two weeks are considered work time associated with caring for the canine. There will be no additional time allowed or compensation provided for the care of the canine. The assigned handler is responsible for the daily care and well-being of the canine.

The City is responsible for all other expenses related to the canine to include insurance, food, supplies, equipment, kenneling, and veterinarian costs. The City will pay for installation of an outdoor kennel at the canine handler's residence as well as relocation of that kennel once every two years, if necessary.

The canine handler shall have no claim against the City or Police Department for any wear, tear or damage done to the handler's property or other person's personal property in the handler's care while the canine is not specifically involved in law enforcement training, patrol or presentation functions.

At the end of the service life, the canine handler may be provided an opportunity to assume full ownership and responsibility of that canine. The City shall have the option to retain ownership if the canine handler declines to assume ownership, resigns from the assignment, or terminates their employment with the City.

APPENDIX "C"

Effective May 1, 2019, Marshfield Police Department officers will be required to pass an annual job-specific fitness test to measure their ability to perform the necessary minimum physical requirements for specific job tasks.

1. Upon failure of the test, the officer will be placed on light-duty assignment at the discretion of the Chief, and will be subject to re-test within ninety (90) calendar days. If the medical treatment provider of the officer identifies a specific medical restriction that caused the employee to fail the test or fail to take the test, then the City will consider reasonable accommodation as required by law. The City may also send the employee for medical examination by a different provider selected by the City and at the cost of the City.
2. At the time of the testing during the pre-test assessment, if the officer has an existing medical condition that prevents testing in the determination of the tester, and for which the employee is not already seeking medical treatment, then the City will provide the officer the initial consultation, if necessary, through the testing provider's services, if available, or the City may choose an alternative initial consultation for the officer at the City's cost. If the officer's condition needs further consultation, assessment, diagnosis, or treatment, then the officer or his/her medical insurance shall bear those costs. If the officer does not cooperate or use the services available from the City's testing provider for the initial consultation, then the City shall not be obligated to provide an alternative consultation, or bear any other cost.
3. Any discharge from service for failure to pass the test or take the test, unless related to misconduct by the officer (for example, cheating or falsification of injury) shall be considered nondisciplinary, shall be decided by the Chief of Police pursuant to Article 3, Section 5(C), and shall be subject to Article 27, Grievance Procedure. This provision shall have no effect on a disciplinary discharge which shall be subject to the procedures outlined in Wisconsin Statutes Chapter 62.13(5).

