

LABOR AGREEMENT  
BETWEEN THE  
VILLAGE OF ASHWAUBENON,  
WISCONSIN  
AND  
THE ASHWAUBENON PUBLIC  
SAFETY OFFICERS ASSOCIATION

January 1, 2020, through December 31, 2025

6 -Year Agreement

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# LABOR AGREEMENT FOR 6 YEARS 2020-2025 BETWEEN THE VILLAGE OF ASHWAUBENON AND ASHWAUBENON PUBLIC SAFETY OFFICERS ASSOCIATION

THIS AGREEMENT, made and entered into according to the provisions of the Wisconsin Statutes, by and between the Village of Ashwaubenon, hereinafter called the "Village" and the Ashwaubenon Public Safety Officers Association, hereinafter called the "Association."

## ARTICLE I RECOGNITION

The Village agrees to recognize representatives of the Association as the bargaining agents for all personnel of the Ashwaubenon Public Safety Department, having powers of arrest and employed by the Village, excluding supervisory and confidential employees, in the matter of wages, hours, and working conditions. Prior to any negotiations, the Village shall be furnished with a list of the membership of the bargaining unit.

## ARTICLE II PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the Village and the Association, and to set forth herein wages, hours, and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this Agreement, the Village agrees that there shall be no discrimination by the Village against any employee covered by this Agreement because of his/her membership activities in the bargaining unit, nor will the Village interfere with the right of such employees to become members of the bargaining unit.

## ARTICLE III HOURS OF WORK

**Definitions:** Throughout this Agreement, the following definitions shall apply:

- A. "LINE EMPLOYEE" - Those members of the Association whose normal work shift consists of 24 hours on duty and 48 hours off duty, with an average weekly work time of 56 hours.
- B. "DAY EMPLOYEE" - Those members of the Association whose normal work shift consists of 40 hours per week, including 8 hours per working day for five (5) days per week; or a rotating shift of four 10 hour days.
- C. "NIGHT SHIFT PATROL EMPLOYEE" - Those members of the Association whose normal work shift consists of 8 hours per working day. Their regularly scheduled work cycle shall be six (6) days on and three (3) days off. The normal duty hours are 11:00 p.m. to 7:00 a.m. or 7:00 p.m. to 3:00 a.m.

- D. Hours worked in addition to regular scheduled hours shall be paid at a premium overtime rate of pay. The premium overtime rate of pay shall be computed by dividing the employee's annual salary by 2,080 hours and multiplying the result by one and one-half as depicted in Appendix A - Overtime Rate of Pay.
- E. Assignment to the Night Shift Patrol, including Late Power Officer, for a new officer who has successfully completed their field training, will not exceed three full calendar years or until an opening exists on a 24-hour shift. Assignment to a 24-hour shift is based upon seniority as a Night Shift Patrol Officer unless a Night Shift Patrol Officer is a certified paramedic. A Night Shift Patrol Officer that is a paramedic may be placed on a 24-hour shift before a Night Shift Patrol Officer that is an EMT, provided the following:
1. The paramedic officer has completed probation;
  2. The other Night Shift Officers will not have worked the night shift longer than a total of 3 years;
  3. The Chief shall determine this assignment.
- F. Only one Night Shift Patrol Officer can select to be off on vacation or compensatory time unless authorized by the Director in the case of an emergency. Officers from the 24- hour shift will rotate into the Night Shift when shortages occur due to a Night Shift Patrol Officer being off for any reason.
- G. The Night Shift Patrol Officers will be phased in with the hiring of new officers starting in 2003. If the Night Shift Patrol Officer is found to have an adverse impact by the conditions listed here, officers hired after January 1, 2003 will be placed on a 24-hour shift and work the 11:00 p.m. to 7:00 a.m. police patrol shift starting in 2006.

Adverse impact of this program to be monitored:

- Increased use of mutual aid by other departments;
- Productivity does not improve by officers;
- In-ability to attract qualified new applicants;
- Adverse budgetary impact;
- Lack of response by officers for station stand-bys.

## ARTICLE IV

### FAIR SHARE

Section 1. All employees in the bargaining unit shall be required to pay, as provided in this article, their fair 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 available to all employees who apply, consistent with the Association's constitution and bylaws.

Section 2. The Village shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, as defined below, their fair share of the cost of representation by the Association, as provided in Section 111.70(1)(f), Wis. Stats., and as certified by the Association. The

Village shall pay said amount to the Treasurer of the Association on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Association. The Village will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

- A. For the purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the Village pursuant to "Dues Deduction" or paid to the Association in some other manner authorized by the Association. The Association shall notify the Village of those employees who are exempt from the provisions of this Article and shall notify the Village of any changes in its membership affecting the operation of the provisions of this Article.
- B. The Association shall notify the Village of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the commencement of fair share deductions, thirty (30) days prior to any required fair share deduction.

Section 3. The Association agrees to certify to the Village 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 competent jurisdiction in this regard. The Association agrees to inform the Village of any change in the amount of such fair share costs.

Section 4. The Association does hereby indemnify and shall save the Village harmless against any and all claims, demands, suits or other forms of liability, including court costs that arise out of or by reason of action taken or not taken by the Village provided the Village was not negligent in either taking or not taking such action.

## ARTICLE V

### DUES DEDUCTION

Section 1. The Village agrees that it shall deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Association as being the monthly dues uniformly required of all members by the end of the month in 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.

Section 2. The Association shall certify to the Village in writing, a list of its members working for the Village who have furnished to the Association and the Village, the required authorization together with an itemized statement of dues, initiation fees or uniform assessments owed and to be deducted from pay of such members. The Association shall furnish this information prior to the beginning of the first month in which deductions must be made. The Village shall keep the list current, adding new employees upon certification by the Association and deleting the names of employees who are no longer employed.

Section 3. No deduction shall be made which is prohibited by law.

Section 4. The Association does hereby indemnify and shall save the Village harmless against any and all claims, demands, suits, or other forms of liability, including court costs that shall arise out of or by reason of action taken or not taken by the Village provided the Village was not negligent in either taking or not taking such action.

## ARTICLE VI

### MANAGEMENT RIGHTS

The Association recognizes that, except as otherwise provided in this Agreement or as may affect the wages, hours, and working conditions of the members of the Association, the management of the Village and its business and the discretion of its workforce is vested exclusively in the Village in that all powers, rights, authority, duties, and responsibilities which the Village had prior to the execution of this Agreement, customarily executed by the management or conferred upon and vested in it by applicable rules, regulations and laws, and not the subject of collective bargaining under the Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- A. To direct and supervise the work of its employees;
- B. To hire, promote and transfer employees;
- C. To lay off employees for lack of funds or other legitimate reasons;
- D. To discipline or discharge employees for just-cause;
- E. To plan, direct, and control operations;
- F. To determine the amount and quality of work needed;
- G. To determine to what extent any process, service or activity shall be added, modified, or eliminated;
- H. To introduce new or improved methods or facilities;
- I. To schedule the hours of work;
- J. To assign duties;
- K. To issue and amend reasonable work rules;
- L. To require the working of overtime hours when necessary in the performance of Village business.

## ARTICLE VII

### ASSOCIATION ACTIVITY

The Association agrees to conduct its business off the job as much as possible. However, when necessary, representatives of the Association having business with the officers and individual members of the Association may confer with such officers or members during the course of the workday for a reasonable length of time, provided that such activities do not impede the operation of the department and are approved by the Chief.

The respective bargaining committees of both the Association and the Village shall be determined by the individual entities involved. However, one member of the Association's bargaining committee shall be paid for his/her regular wages if scheduled to work while attending negotiation meetings with representatives of the Village during his/her regular working hours. Such member may be called from negotiation meetings in case of emergency.

The Association shall furnish the Village with a current list of the bargaining committee, which shall consist of no more than three (3) members.

## ARTICLE VIII

### PROBATIONARY PERIOD

The Probationary Period shall be eighteen (18) months for newly appointed Public Safety Officers regardless of previous experience. The Probationary Period can be extended for two (2) six-month periods if all basic mandatory training is not completed or additional time is needed for continued evaluation as determined by the Chief.

During the Probationary Period of a new officer, the officer is required to complete the following basic mandatory training: a) Police Recruit School; b) Basic Emergency Medical Technician; and c) Firefighter I. Completion of these three training programs requires State Certification and Licensing.

Reimbursement for basic mandatory training attended outside of regular work hours will be compensated at the probationary officer's rate of pay in accordance to the Fair Labor Standards Act. All other duties or training will be compensated as per the provisions of this agreement. For basic mandatory training of probationary officers, there will not be reimbursement for travel time or meals.

The Department will continue to pay for the required textbooks, uniforms, and other expenses as approved by the Chief.

The Officer's clothing allowance will not begin until the probationary period is completed. After completion of the Officer's probationary period, their clothing allowance will be pro-rated beginning with the first full month after probation. The clothing allowance for the year will be divided by twelve (12) with the remaining months after the Officer's probation period credited. Items damaged while on duty during the probationary period will be replaced as per existing policy.

Holiday pay will be paid at completion of their probationary period, retroactive to the date of hire.



**ARTICLE IX**  
**RESIDENCY**

Upon completion of the probationary period, an employee shall have six (6) months to establish permanent residency within fifteen (15) miles of the boundaries of the Village of Ashwaubenon. An employee who can demonstrate hardship by being required to establish residency shall petition the Village Board for an exception to this requirement.

**ARTICLE X**  
**LEAVES OF ABSENCE**

Leave of absence without pay may be granted at the sole discretion of the Chief and for such periods as the Chief shall deem reasonable.

**ARTICLE XI**  
**VOTING TIME**

An employee shall be granted time off in order to cast his/her vote in all primary and general elections, subject to prior approval by the Chief.

**ARTICLE XII**  
**MILITARY LEAVE**

Every employee who is a member of a National Guard or a Reserve Unit shall receive the equivalent of full pay while on annual training. Any military pay received shall be credited against the amount of Village pay the employee would receive, unless he/she is using prior approved vacation or personal time while on military duty. Military leave shall include only annual training and will exclude active duty or extended posting. Annual training shall not exceed two weeks.

## ARTICLE XIII

### JURY DUTY

An employee will be granted a leave of absence if called for jury duty. Any jury duty pay received shall be credited against the amount of Village pay the employees would receive, unless he/she is using prior approved vacation or personal time while on jury duty.

## ARTICLE XIV

### FUNERAL LEAVE

- A. Leave shall be given for the death of the spouse, child, stepchild, parent of an employee as follows:

Line Employees - the equivalent of up to two (2) regularly scheduled 24-hour workdays.

Day Employees- the equivalent of up to five (5) regularly scheduled days for employees working 8 hour work days or up to four (4) regularly scheduled days for employees working 10 hour work days.

- B. Leave shall be given for attending the funeral of sibling, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents or grandchild, of an employee as follows:

Line Employees -the equivalent of up to 1 regularly scheduled 24-hour workday.

Day Employees - up to three (3) regularly scheduled days.

- C. Leave shall be given up to one (1) day if occurring during the employee's regularly scheduled workday for the death of an employee's aunt, uncle, niece, or nephew.
- D. Leave shall be given up to one (1) day if occurring during the employee's regularly scheduled workday where the employee is a pallbearer.
- E. With the approval of the Village Manager, funeral leave may be extended in special circumstances through the use of sick days or other available paid leave. Proof of death may be requested by the Village Manager, Chief, or their designee.

## ARTICLE XV

### MATERNITY LEAVE

Maternity leave will be granted for whatever period of time a doctor, in writing, says is medically necessary. If maternity leave in excess of twelve (12) weeks is required, the employee shall submit to an independent medical examination if requested to do so by the Chief.

## ARTICLE XVI

### SICK LEAVE

#### Sick Leave Accumulation and Conversion

##### A. Line Personnel

Maximum Allowed Accumulation	2,160 Hours
Total Full Days Off	90 Days
Maximum Continuous Stretch	270 Days Off
Earn $\frac{3}{4}$ day per month which equal 216 hours per year	
8 or 10 Hour Personnel (5-2 or 4-3 repeating schedule)	
Maximum days off divided by repeating schedule	$270/7 = 38.57$ weeks
Weeks multiplied by hours in cycle	$38.57*40 = 1,542.80$ hours
Maximum Allowed Accumulation	1,542.80 hours
Conversion from 8 hour employee to Line	1.40 ( $1542.80*1.40=2,160$ )
Rate at which sick time is earned	12.86/month = 154.29/year

8.5 Hour Personnel (6-3 repeating schedule)	
Maximum days off divided by repeating schedule	$270/15 = 18$ cycles
Weeks multiplied by hours in cycle	$18*85 = 1,530$ hours
Maximum Allowed Accumulation	1530 hours
Conversion from 8 hour employee to Line	1.412 ( $1530*1.412=2,160$ )
Rate at which sick time is earned	152.98/year

B. If an employee becomes ill during his/her workday, sick leave may be taken for the remaining balance of the workday on an hour-by-hour increment.

C. In order to be granted sick leave with pay, an employee must:

1. Report promptly to the proper department officer, the reason for his/her absence.
2. Keep the proper department officer informed of his/her condition.
3. Permit the Village to make such medical examinations by a Medical Doctor as it deems desirable. The Village may require the employee to visit the office of any Medical Doctor in the Green Bay metropolitan area.
4. Submit a medical certificate for any absence of more than two (2) consecutive working days by a Line Employee or more than three (3) consecutive working days by any Day Employee if requested.

D. An employee may use up to three (3) days per calendar year of accumulated sick leave for purposes of illness, dependent care and medical emergencies of a spouse, child, or parent.

E. An employee who retires under the rules of the Wisconsin Retirement System shall be eligible to receive credit for the dollar value of accrued sick leave, as defined below, to an escrow account for the purpose of paying for healthcare costs after retirement, according to the following schedule, or a cash equivalent payout. The dollar value of the retirement payout shall be calculated using a rate of pay computed by dividing the employee's annual salary by 2,080 hours, based upon length of service in each shift accrual method. For example, if the employee works 20 years with 15 years on a 24-hour shift accrual method and five (5) years on an 8-hour accrual method, 75% of the payment is based upon the 24-hour shift accrual, and 25% is based upon the 8-hour accrual method. The prorated service calculation shall not apply to Officer Cali, upon retirement.

<u>Years of Continuous Employment with the Village</u>	<u>Percent of Payment of Unused Accumulated Sick Leave All Employees</u>
10 Years	50%
20 Years	60%

The employee may utilize one of the two Retirement plans laid forth below:

1. Tax-Free Medical Expense Format – Prime Trust, or
2. 401(9) or 457 Plan – Prime Choice

Any retiree payout dollars returned to the Village due to the death of the retiree and all designated beneficiaries of the retiree for any retired employee that selected the medical prime trust option of the retirement plan shall be transferred by the Village to the estate of the deceased retiree or the estate of any deceased designated beneficiary (whichever occurs last).

By law, the retirement plan cannot transfer unused medical prime trust dollars of a retiree (and designated beneficiaries) to the retiree's (or retiree's designated beneficiary's) estate upon death. The retirement plan must transfer any unused medical trust dollars back to the Village. The Village in turn will transfer dollars to the designated retiree's estate.

These two plans shall remain in place unless both parties agree to modify them accordingly.

In the event that an employee dies prior to retirement, but after the years of continuous employment specified above, a payment equal to the specified credit shall be made to the employee's estate. For purposes of this Article, at retirement "Line Employees" sick day shall be computed as a 17.14-hour day and "Day Employees" sick day shall be computed as an 8.5-hour day.

F. In the event of an employee experiencing a major illness/injury in the last year (365 days) of employment, a maximum of fifteen (15) sick days shall be deducted from available sick leave accumulated by the employee ("Day" equivalent - 15 days; "Line" equivalent - 7.5 days) This provision shall be applicable provided an employee is retiring in accordance with the guidelines /rules/regulations of the Wisconsin Retirement Fund. In order to qualify for this benefit, an employee must provide notice of intent to retire at least one (1) year prior to retirement.

- G. At a point in time where a line employee has earned a total of 1,250 hours of sick leave (1,065 for 8.5-hour/day employees; 1,000 for 8-hour/day employees) as of January 1 of a given year, that employee shall enjoy the additional days of vacation or pay (The dollar value of the pay shall be calculated using a rate of pay computed by dividing the employee's annual salary by 2,080 hours) as defined by the following schedule:

<b>Days of Sick Leave Used as of December 31 of the Previous Year</b>	<b>Days of Vacation Earned for Day Employees for the Following Year.</b>
0	5
1	4
2	3.5
3	3
4	2.5
5	2

<b>Hours of Sick Leave Used as of December 31 of the Previous Year</b>	<b>Hours of Vacation Earned for Line Employees for the Following Year.</b>
0-8.0	3.25
8+ - 32.0	2.75
32+ - 56.0	2.50
56+ - 80.0	2.00
80+ - 104.0	1.75
104+ - 128.0	1.25

## ARTICLE XVII VACATION LEAVE

- A. An employee shall be granted an annual paid vacation leave according to the following schedule:

<b>Years of Service</b>	<b>Line Employees</b>	<b>Day Employees</b>
First Year	2 days (prorated)	32 hours
2 through 5	8 days	128 hours
6 through 9	11 days	176 hours
10 through 12	13 days	208 hours
13 through 16	14 days	224 hours
17 through 23	16 days	256 hours
24 and over	18 days	288 hours

- B. Preference in vacation time shall be in order of seniority; however, time and scheduling of vacations shall be at the discretion of the Chief. Leave is further subject to the minimum manpower needs of the department.
- C. All vacation shall be determined on a calendar year basis. New employees' vacation leave will be prorated through December 31 during their first year. The basis of these first year employees' vacations as of January 1 in the second calendar year, will be the number of months of service

they worked for the Village for their first year of employment, divided by twelve (12) months, times six (6) days (line employees), twelve (12) days (day employees).

D. Vacation shall be taken in as follows:

Line Employees: 8 hour minimum – 1/3, 1/2, 2/3, 1 day increments.

Day Employees: 2 hour minimum – 1/4, 1/2, 3/4, 1 day increments.

E. Vacation Carryover:

An employee may carry over up to five (5) vacation days with the approval of the Chief of Public Safety. (Carryover cannot be cashed out in the final retirement year).

## ARTICLE XVIII

### PAID HOLIDAYS

- A. Employees shall receive 8 1/2 days holiday pay, which shall represent the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, 1/2 day before Christmas, 1/2 day before New Year's and 1/2 day on Good Friday.
- B. In lieu of time off for the holidays, the employees shall be paid at 82% of the officer's monthly pay rate.
- C. This payment shall be made in January of the year, for the entire year or as soon as the data from the above cited jurisdictions is available.
- D. If an employee terminates employment prior to the conclusion of the calendar year, the pay for holidays that have not occurred will be deducted from his/her final severance pay. The pay for each holiday will be determined by dividing the total holiday pay by 8 1/2.
- E. If an employee begins employment after the 1st of the calendar year, he/she shall be compensated for the remaining holidays after successful completion of a probationary period.

**ARTICLE XIX**  
**COMPENSATORY TIME**

**A. Accumulation.**

Employees may accumulate four hundred eighty (480) hours of compensatory time.

**B. Local Mandatory Schools.**

With pay/time option, the employee has the option to designate how many overtime hours will be paid hours and how many will be compensatory time hours. This decision shall be made prior to the end of the pay period.

**C. Use of Compensatory Time.**

See Appendix "H" attached hereto.

**D. Employees may request pay for compensatory time hours on any pay period. Maximum hours permitted shall be 30 hours per pay period.**

**ARTICLE XX**  
**ON DUTY INJURY OR ACCIDENT**

Any employee injured during the course of his/her duty shall receive full pay up to one hundred eighty (180) calendar days, turning over to the Village, the worker's compensation check. After one hundred eighty (180) days, the employee may use prorated sick leave [one-third (1/3) day at a time] to receive the equivalent of full pay. If worker's compensation is not allowed, the employee shall use accumulated sick leave.

**ARTICLE XXI**  
**PAY PERIOD**

Employees shall be paid bi-weekly.

**ARTICLE XXII**  
**SALARIES**

The salary schedule shall be calculated in accordance with Appendix "B" and as set forth in Appendix "A" attached hereto. It is agreed that in situations involving the movement of an employee to a class having a lower pay range, seniority shall be considered on a department-wide basis. Wage increases in Appendix A to be determined by Operation of Appendix B.

## ARTICLE XXIII

### LONGEVITY PAY

Employees currently receiving longevity pay per previous contract provisions shall be frozen at their current amount of longevity pay; No other employees shall be eligible for longevity nor shall any employee progress through the schedule.

## ARTICLE XXIV

### WISCONSIN RETIREMENT SYSTEM

The Village shall participate in the Wisconsin Retirement System (WRS) pursuant to Wisconsin State Statute 40.21. The employee shall pay the employee share of the WRS contribution as determined by law. The Village shall be responsible for the employer-share of the WRS contribution.

## ARTICLE XXV

### SPECIALIZED ASSIGNMENTS (JOB SPECIALTIES)

The Village of Ashwaubenon and the Officer's Association recognize the listed positions as Job Specialties.

#### 1. Pay Incentive

Paramedic (\$4000 for line personnel);  
(Commencing on January 1, 2023: \$4000 for School Liaison & Investigators,  
\$2000 for Drug Task Force.)

Field Training Officer (\$1,500), Investigator\* (\$2,000),

Canine Handler - The canine handler is subject to Appendix J.

#### 2. Non-Pay Incentive

Fire Inspector (Seniority)	EVOC Instructor
Firearms Instructor	Drug Task Force*
SWAT	Honor Guard
DARE	Crime Prevention
School Liaison*	Public Education
DAAT Instructor	Direct Enforcement Officer
Crisis Negotiator	Emergency Services Instructor
CPR, ACLS, PALS Instructor	Traffic Enforcement
Mobile Field Force	

\*Commencing January 1, 2022, assignments as Investigator, Drug Task Force and School Liaison will be for a period of up to four (4) years with satisfactory job performance. The incumbent employee will be eligible to reapply for the position after the assignment term has ended.



### 3. Selection and Utilization of Certain Specialty Assignments

The following job specialties shall be minimally staffed at the levels listed with union instructors. Vacancies should be filled within 12 months of the open position, taking into consideration budgetary constraints and availability of schools:

- |                                   |               |
|-----------------------------------|---------------|
| a. DAAT Instructor                | 6 instructors |
| b. EVOC Instructor                | 1 instructors |
| c. Emergency Services Instructors | 4 instructors |
| d. Firearms Instructors           | 7 instructors |

The filling of vacancies in the above listed positions shall be based upon a letter of intent, and a scored interview panel consisting of the training commander, or their designee, along with one member selected by the union, and one union instructor of the same discipline.

The selection process may, at management's discretion, include skills testing or peer review. The applicant's prior year evaluation and work history may also be considered. The interview panel will forward their recommendation to the Chief of Public Safety who shall make the final approval in their sole discretion. When all qualifications are equal, seniority with the Department will be the tiebreaker.

Instructors filling the above listed slots will be considered Primary Instructors. Members of the Department who hold certifications in the above listed disciplines but are not serving as Primary Instructors may serve as Alternate instructors. Alternate Instructors may be utilized as instructors if Primary Instructors are unavailable or unwilling to fill an open instructor slot. If no Alternate Instructor is willing or able to fill an open instructor slot, a Primary Instructor will be forced to in reverse seniority.

Newly hired Public Safety Officers with certification in the above disciplines will have their certification maintained by the Department as Alternate Instructors but must undergo the selection process upon vacancy in the relevant discipline in order to become a Primary Instructor. If the newly hired Alternate Instructor declines to apply for a vacant Primary Instructor spot, it will be management's discretion to maintain their certification. If an incumbent Public Safety Officer obtains one of the above listed certifications on their own initiative while employed with the Department they will be subject to the same treatment as a newly hired officer with instructor certification. If a Primary Instructor who has served over three years steps down from Primary status, it will be management's discretion to utilize them as an Alternate Instructor or maintain their certification.

This section replaces and supersedes any memorandums of understanding pertaining to the topics discussed within this section.

### 4. Specialty Position Tenure

If a Public Safety Officer does not serve a minimum of three years, or the designated term if applicable, in their specialty position, they may be prohibited from consideration for other specialty positions for 12 months from the effective date of their specialty position resignation or the conclusion of their 3-year term, whichever is first.

## ARTICLE XXVI

### UNIFORM ALLOWANCE

Commencing on January 1, 2022, the allowance shall be \$1,000 annually, and will be increased on an annual basis in the following manner: The adjustment percentage will be calculated based on the change in the Consumer Price Index (CPI) between September of the current year, and September of the preceding year. For purposes of determining the CPI adjustment, the data set to be used will be the Consumer Price Index for all Urban Consumers (Not Seasonally Adjusted, U.S. city average, all items, Base Period: 1982-84=100), as maintained by the U.S. Bureau of Labor Statistics. Officers shall be permitted to carry forward \$500 to the following year, but in no year shall the total balance exceed \$1,500.

The Chief shall determine the necessity of any replacement of the same. Representatives of the Association and the Chief shall meet to establish an "agreed upon" list of items to be authorized for purchase. In reference to uniform allowance, it is not meant to change any practice regarding the replacement of required equipment damaged in the line of duty or the purchase of optional equipment. The employee's clothing allowance shall be prorated in the last year of service.

## ARTICLE XXVII

### EMERGENCY CALLS

Any employee called in for work for emergency call-ins or court notifications, shall be paid on a minimum of three (3) hours pay at the rate of time and one-half when called in. If a call in of an officer for the 7:00 a.m. – 3:00 p.m. or 3:00 p.m. to 11 p.m. shift is cancelled with less than three (3) hours prior notice or for the 11:00 p.m. – 7:00 a.m. shift is canceled with less than twelve (12) hours prior notice, the officer shall receive three (3) hours call in pay as provided by this article. If an employee is scheduled for court appearances on other than his/her normally scheduled work shift, he/she shall be paid a minimum of three (3) hours pay at time and one-half. Any employee not notified at least 24 hours prior to the court date of the cancellation, unless the court date falls on a regular shift, shall be entitled to a minimum of three (3) hours pay at time and one-half for the scheduled court appearance. However, all employees shall be responsible for checking with the department 24 hours prior to the scheduled court appearance to determine if any court appearances have been canceled or, in the alternative, for leaving a number at which said employee can be reached for the 24 hours prior to said court appearance. Employees that sign or are ordered to work on their regularly scheduled off days for special events shall receive a minimum of three hours' work or pay unless cancelled at least 24 hours prior to the scheduled work time.

No Line Officer shall be allowed to work a road shift eight (8) hours prior to a mandatory school. It is acknowledged that the Village maintains a "Call in List" and an approved "Call-In" procedure in order to fill openings caused by absences or to cover openings on a shift as a result of department needs. Employees utilizing a vacation day or days may, upon advance notice to the Village, request to be excluded from contact by the Village. Such exclusion shall be for a period of no less than the two (2) off days before the vacation day and the two (2) of days after the vacation day or a greater period of consecutive time.

An employee with one or more years of service with the department shall have the right to have one trade day each six (6) months [maximum two (2) days per calendar year} wherein he/she may upon notice to the Village, exercise the above provision to be excluded from contact for overtime call in. However, in case of an emergency, the department, at its discretion, may require an employee utilizing the "no contact rule" to work the period during the existence of the emergency.

Any emergency call-in prior to a regular scheduled shift shall be on an hour-for-hour basis at time and one-half under three (3) hours.

## ARTICLE XXVIII

### EDUCATION

Employees shall be allowed to attend educational courses that the Chief has given prior approval to and deems are in the best interest of the Department.

#### A. DEFINITIONS

##### 1. Conferences or Seminars

Any training or update program in which no certification is obtained and has no mandatory attendance requirement.

Conferences will be attended at the discretion of the Chief. Tuition and expenses will be paid according to the reimbursement section of this policy.

##### 2. Mandatory School

For this section, mandatory means any school or training which an officer is required to attend as determined by the Chief. Mandatory schools and training will maintain a compensation rate of time and one-half for each hour of attendance beyond normally scheduled work hours. Travel time is included for schools and training outside of Brown County.

- a. If the mandatory school or training is on a scheduled workday and is three hours or less, there will be no effect on an officer's road shift.
- b. If the mandatory school or training is on a scheduled workday and exceeds three hours, the number of hours will be subtracted from the officer's road shift.
- c. If the officer is scheduled to work 11 p.m. - 7 a.m. and they are scheduled for a three-hour school which starts after 3:00 p.m., the officer will be scheduled to work half of the 11 p.m.- 7 a.m. road shift.
- d. If the officer is scheduled to work an 11 p.m. - 7 a.m. road shift and they have a mandatory school or training the following day, their road shift will be adjusted to allow eight hours from the end of the road shift until the beginning of the school or training.
- e. If the mandatory school/training is four (4) hours or more and on a scheduled workday, the officer may use comp time or vacation time for the rest of the day. Otherwise, they will return to duty.
- f. The Department will pay tuition and books.
- g. Reimbursement for meals, lodging, and mileage will be according to the Village of Ashwaubenon policy.
- h. The conditions do not apply to newly hired officers when attending the initial mandatory training of Police Recruit, Certified Firefighter I, Entry Level Driver/Operator, Entry Level Driver/Operator-Aerial, and Emergency Medical Technician-Basic.

### **3. Voluntary School/Voluntary Training**

For this section, voluntary means any school or training that is not mandatory but is approved by the Chief. Voluntary schools and training will maintain a compensation rate of straight time pay or hour for hour comp time for each hour of attendance beyond normal scheduled work hours. Travel time is included in the above rate for schools and training outside of Brown County.

- a. If the voluntary school or training is on a schedule workday and is three hours or less, there will be no effect on an officer's road shift.
- b. If the voluntary school or training is on a scheduled workday and exceeds three hours, the number of hours will be subtracted from the officer's road shift.
- c. If the Line Officer is scheduled to work 11 p.m. - 7 a.m. and they are scheduled for a three-hour school which after 3:00 p.m., the officer will be scheduled to work half of 11 p.m. - 7 a.m. road shift.
- d. If the Line Officer is scheduled to work an 11 p.m. - 7 a.m. road shift and they have a voluntary school or training the following day, their road shift will be adjusted to allow eight hours from the end of the road shift until the beginning of school or training.
- e. The Department will pay tuition and books.
- f. Reimbursement for meals, lodging and mileage will be according to the Village of Ashwaubenon policy.

### **B. Reimbursement**

#### **1. Mandatory School -Training**

The Village will pay time and one-half for each hour of classroom attendance beyond normally scheduled work hours, tuition, meals, lodging, travel time and mileage. Mileage will be reimbursed when a Department vehicle is unavailable. Basic mandatory training for probationary officers is not included - see Article VIII.

Mandatory School - Training Cancellations. Unless by reasons of Acts of God or or other reason beyond the Village's control, any employee not notified at least 24 hours prior to the school/training date of the cancellation, unless the school/training date falls on a regular shift, shall be entitled to a minimum of three (3) hours pay at time and one-half for the scheduled school/training.

#### **2. Voluntary Schools, Conferences and Seminar.**

The Village will pay hour for hour comp time for each hour of classroom attendance beyond normally scheduled work hours, tuition, meals, lodging, travel time, and mileage.

Mileage will be reimbursed when a Department vehicle is unavailable. If an officer is at maximum compensation limit of 480 hours, the officer will be paid the straight time rate.

The cost of tuition, lab fees, books, materials and other miscellaneous fees indicated toward a higher education degree (Associate/Bachelor/Master/PhD) are eligible for reimbursement in an amount up to \$500 annually. These costs must be approved by the Chief. Requests shall be made by September 1st of each year and are available on a first come first serve basis. The Village will provide no more than \$2,000 toward Association members' higher education reimbursements per year. Reimbursement is subject to successful completion of the class and shall be repaid in the event the employee does not continue to be employed with the Village for at least 12 months following the reimbursement. Any employee receiving an education reimbursement shall sign a payroll authorization form.

**3. Program Completion**

Reimbursement is contingent upon full attendance and successful completion of the program.

**4. Meals**

Village will compensate for meals that are in tuition or registration. Meals not in tuition or registration and are outside Brown County will be compensated at the established rate.

**C. Training Selection Process**

It is the intent of the association and management to encourage and facilitate the ongoing professional development of officers in a fair and equitable manner.

**1. Department Proposed Training**

In the event that management becomes aware of training classes that would be of benefit to the department as a whole, the class shall be posted and attendance based upon seniority unless there are overriding considerations, such as applicability to certain specialty positions, need for a selection process, or staffing/overtime concerns.

**2. Officer Proposed Training**

In the event that an officer becomes aware of training classes that they wish to attend, a request shall be submitted to management and that training shall be posted with attendance preference given to the proposing officer, followed by seniority, unless there are overriding considerations, such as applicability to certain specialty positions, need for a selection process or staffing/overtime concerns.

### 3. Officer Self-Sponsored Training

In the event that an officer is sponsoring themselves through training or furthering their education, management may accommodate their attendance while on duty at managements sole discretion. In the event this accommodation is made, no other schedule restrictions within this article shall apply and the officer's schedule will be adjusted by mutual agreement of the officer and management. It is the intent of management and the association to be as fair and equitable in the exercise of this provision, recognizing that there may be staffing and operational concerns that may limit approvals under this section. It is also the intent that this section be utilized for training and education related to the duties of a public safety officer.

#### **D. State Certification Training**

Annually, the Chief shall designate a number of "core" courses for purposes of satisfying law enforcement certification requirements of the State of Wisconsin. Said courses shall be treated as mandatory schools under Article XXVIII(A) (2) of this Agreement.

## ARTICLE XXIX

### **SIDE ARM**

Upon retirement, the issued side arm shall become the property of the officer to whom it is assigned.

**ARTICLE XXX**  
**INSURANCE**

**A. PREMIUM**

Association employees shall contribute to their health and dental premiums the same as general employees of the Village.

**B. WAGE COMPENSATION/ POST-RETIREMENT TRUST FUND**

The Village shall make a \$52,000.00 payment to the Public Safety Officers Post-Retirement Trust Fund by January 15th of each year. The Village shall make an additional \$500.00 annual payment to this fund, by January 15th for each sworn officer hired above 50 sworn officers.

**C. FLEXIBLE BENEFITS / CAFETERIA PLAN**

The Village of Ashwaubenon shall provide limited flexible benefits/cafeteria plan to its employees.

**D. LONG-TERM DISABILITY INSURANCE**

The Village shall make available, a long-term disability insurance policy offered through the State of Wisconsin. The Village shall pay the employer-required premium share for a 180-day policy. Employees may at their option pay the expense corresponding to a policy that provides an additional 30, 60, or 90 days of long-term disability payments.

**E. LIFE INSURANCE - DEATH BENEFITS**

The Wisconsin Retirement System life insurance death benefit for retiree survivor designated beneficiaries shall be 100/75/50% remaining at 50% of the initial benefit beginning with the third year.

**F. HEALTH SAVINGS ACCOUNT CONTRIBUTION**

Commencing on January 1, 2023, the Village shall make a \$1,400.00 Health Savings Account (HSA) payment contribution to health insurance program participants. Said payment shall be divided into four equal installments (first payroll of January, April, July, October). Any Public Safety Officer who terminates employment shall not be entitled to any future installment. Any Employee who does not participate in the Village's health insurance program shall be ineligible from receiving the HSA contribution.



G. HEALTH INSURANCE OPT-OUT

Commencing on January 1, 2023, any Public Safety Officer who does not participate in the health insurance program will be eligible for an opt-out incentive. The incentive payment shall be calculated as follows: the number of months remaining in the calendar year times \$200, divided by the number of pay periods remaining. The amount will be additional compensation the employee will receive on each check. This incentive payment is fully taxable. The value will not count toward the WRS retirement contribution. The maximum annual gross opt-out incentive shall not exceed \$2,400. PSO's must re-enroll in the opt-out incentive each year during the Annual Open Enrollment period. Health insurance program opt-out elections do not carry over from year to year. To be eligible for the opt-out incentive, the employee shall present evidence of other credible coverage to the Village Manager.

**ARTICLE XXXI**  
**OUTSIDE EMPLOYMENT**

Employees may engage in outside employment and business interest, provided it does not violate any Federal, State, or Local laws or ordinances, is in conformance with department guidelines, does not create a conflict of interest, and does not interfere with their duties as an employee of the department.

Due to the nature of the duties and the services required of the Public Safety Department employees, all secondary or outside employment shall receive the prior written approval of the Chief.

**ARTICLE XXXII**  
**AMERICANS WITH DISABILITIES ACT**

The Village and the Association recognize their respective obligations under the Americans with Disabilities Act. The Village also acknowledges the Association's duty to fairly represent all of its members by insisting that the Village comply with the promise it has made in the parties' collective bargaining agreement.

Therefore, the parties agree that should the Village believe that the ADA requires it to take, or refrain from taking, some action in order to comply with the ADA, the Village will give thirty (30) days written notice to the Association of the contemplated accommodation or other action. The Association shall, upon receipt of such notice, have the right to demand that the Village meet and bargain over the impact on the Association and its members of the proposed accommodation or the action absent the Association's agreement.

**ARTICLE XXXIII**  
**SEPARABILITY AND SAVINGS**

If an Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and any rider thereto, or application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is invalid or enforcement of or compliance has been restrained, as above set forth, the parties affected thereby shall enter into immediate negotiations, upon request of the Association or the Village for the purpose of negotiating a replacement provision.

**ARTICLE XXXIV**  
**AMENDMENT PROVISION**

This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the Village and the Association 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 endorsement of all its terms and conditions.

## ARTICLE XXXV

### GRIEVANCE PROCEDURE

**Purpose:** The purpose of this procedure is to provide an orderly method of resolving differences.

**Definition:** A grievance is defined as any complaint by an employee involving interpretation, application or alleged violation of a specific provision of this Agreement, or where a policy or practice relating to wages, hours or conditions of employment is considered improper or unfair, or where there has been a deviation from or the misinterpretation of or misapplication of a policy or practice relating to wages, hours or conditions of employment.

**Procedure:**

**STEP 1.** The employee and the employee's representative/s shall take the grievance up orally with the employee's immediate supervisor and shift captain within five (5) calendar days of their knowledge of the occurrence of the event causing the grievance, which shall not be more than fourteen (14) calendar days after the event unless special circumstances would qualify a delay. The shift captain shall attempt to make a mutually satisfactory adjustment, and, in any event, shall be required to give an answer within seven (7) calendar days.

**STEP 2.** The grievance shall be considered settled in Step 1 unless, within fifteen (15) calendar days after the supervisor's answer is due, the grievance is reduced to writing and presented to the Chief of Public Safety. The Chief of Public Safety shall respond within fifteen (15) calendar days.

**STEP 3.** If the grievance is not satisfactorily resolved at Step 2, the employee shall then submit the grievance in writing to the Village Manager, with a copy to the Village Board within fifteen (15) days of receipt of the decision of the Chief of Public Safety. Action shall be taken by the Village Manager within fifteen (15) days of the receipt of the grievance.

**STEP 4.** If the grievance is not satisfactorily resolved at Step 3, the employee shall submit the grievance to the Village Board within fifteen (15) days of receipt of the decision at Step 3. The Village Board may ask the grievant and their union representative to appear before them to review the grievance. The Village Board shall issue a written decision within fifteen (15) days of receipt of the grievance.

**STEP 5.** If the grievance is not satisfactorily resolved at Step 4, either party may request arbitration within fifteen (15) days after receipt of the decision at Step 4. Said party shall file a request to arbitrate with the Wisconsin Employment Relations Commission (WERC). The WERC shall appoint an arbitrator from its staff to hear the differences of the parties and make an ultimate and binding decision regarding the interpretation or application of a specific provision of the Agreement. The party so petitioning shall send a copy of the request to arbitrate to the other party at the time said request is sent to the WERC.

## ARTICLE XXXVI

### PHYSICAL FITNESS AND WELLNESS PROGRAM

This program is to assist Officers in maintaining their physical fitness and overall wellness while encouraging them to participate in the related programs or as required. These programs are:

- A. Drug Testing Procedure/ Police - Appendix E
- B. NFPA Physicals / Medical Evaluations - Appendix F
- C. Physical Fitness Provision – Appendix G (Expires December 31,2022)

## ARTICLE XXXVII

### NON-SWORN PUBLIC SAFETY EMPLOYEES

The Village and the Association acknowledge that the Village employs non-sworn employees such as Paid on Call, Paid on Premise, Community Service Officers, Evidence Technicians, and utilizes non-sworn volunteers such as Volunteers in Policing and Cadets not covered by this collective bargaining agreement but who assist the department in various ways.

The Village may implement the utilization of part-time Paid-on-Premise non-sworn Firefighter / Paramedic positions under the following conditions:

1. The positions of Paid-on-Premise Firefighter / Paramedic, as described above, is not intended to replace any sworn public safety officers position. It serves to reduce the public safety officers' workload during the shift by increasing the availability of sworn officers for road coverage and to avoid "Station Medic" or "Split-Shift" situations.
2. The Paid-on-Premise Firefighter / Paramedic shall not affect the full-time/career staffing model of the department.
3. No more than one Paid-on-Premise Firefighter / Paramedic can be scheduled at any one time and no more than eight (8) hours over a twenty-four (24) shift. If one Paid-on-Premise employee is working, any additional staffing needs shall be filled with association members.
4. Paid-on-Premise Firefighter / Paramedics may be scheduled between the hours of 7:00 a.m. and 11:00 p.m.
5. The presence of a Paid-on-Premise Firefighter / Paramedic will not change the number of full-time sworn officers who may take vacation or compensatory time off at any time.
6. Paid-on-Premise Firefighter / Paramedics may not be utilized for switches or trades with Public Safety Officers.
7. Officers bumped into a night shift due to field training of Paid on Premise Firefighter/Paramedic will only work a four-hour road shift similar to any other FTO bump so long as staffing allows and it does not create overtime.
8. Paid-on-call employees may be utilized from time to time in accordance to Appendix D - Standby/Emergency Road Car Call-In Guidelines.
9. The Village may utilize Paid-on-Premise or Paid-on-Call to staff special events as Firefighters / EMS (no policing) when Public Safety Officers are unable or unwilling to staff vacancies. If Paid-on-Premise or Paid-on-Call staff are unable or unwilling to work a special event, no Paid-on-Premise or Paid-on-Call staff will be forced into working the event. Forced overtime will be mandated to PSO's in accordance to this Agreement.
10. The Village and Association agree that Paid-on-Call Emergency Medical Technicians have right of first refusal for EMS staffing at Resch Center events.

In order to ensure the consistency in the training of these Paid-on-Premise Firefighters / Paramedics, the Parties agree to work towards the development of a training program to ensure all Paid on Premise Firefighters / Paramedics receive consistent Fire/EMS training and instruction in accordance with the Department training program.

Outside the provisions of this article, the Village agrees that it will not employ any such non-sworn personnel where there are sworn officers available and willing to perform any public safety officer duties.

If desired by either party, a meeting shall be held annually between the Village and Association to review the success of Paid-on-Premise Firefighter / Paramedic staffing. The utilization of Paid-on-Premise Firefighter / Paramedic staff pursuant to this Article may be terminated upon mutual consent of both parties if it is found ineffective during the annual review.

## **ARTICLE XXXVIII**

### **LATERAL HIRING**

The Village may consider the hiring of external applicants. The Village may set initial compensation (upon completion of field training) and vacation (upon completion of probation) at a higher step than the start rate but shall not exceed the applicant's actual prior years of full-time law enforcement, corrections, fire department, EMS company or agency, or existing schedule in the applicable current collective bargaining agreement. The applicant's wage step shall determine the amount of vacation due to the applicant. Lateral transfer hires may accrue one vacation day for each full month worked, and that vacation time may be used as earned during the first year of employment after completion of their field training process. On January 1 of the following year, the officer will be credited with the full amount of vacation in correlation with the pay step at which they were hired.

## ARTICLE XXXVIX

### DURATION

This Agreement shall become effective as of July 26, 2020 and remain in full force and effect up to and including December 31, 2025, inclusive of a two (2) year extension agreed upon by the parties as of the date signed below and shall renew itself for additional one year periods thereafter unless either party has notified the other party, in writing, that it desires to alter or amend this Agreement at the end of the contract period. The term of this Agreement shall be from January 1 to December 31 of each and every year.

Dated: August 23, 2022

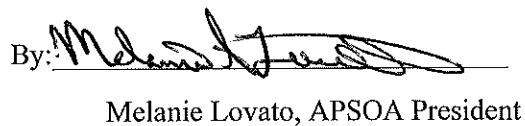
VILLAGE OF ASHWAUBENON

ASHWAUBENON PUBLIC SAFETY  
OFFICERS ASSOCIATION

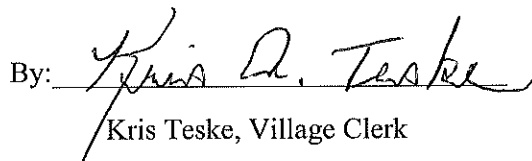
By:

  
Mary Kardoskee, Village President

By:

  
Melanie Lovato, APSOA President

By:

  
Kris Teske, Village Clerk

By:

  
Mitch Deterville, APSOA Secretary

## **APPENDICES**



APPENDIX A  
**Salary Range**

**Village of Ashwaubenon  
Public Safety Union Pay Chart  
For Contract Year 2022**

**ANNUAL SALARY**

Position	Years of Service	% of Top Wage	2019	2020	2021	2022	2022	Difference
			Final 3.06%	Final 2.88%	Final 1.27%	Good Faith 1.50%	Final 2.52%	2022 Final vs 2022 Good Faith
<b>PSO I - Probationary Officer</b>								
	Start	70.0%	53,594.04	55,138.38	55,836.00	56,673.55	57,245.59	572.04
	6 months	72.6%	55,584.68	57,186.37	57,909.91	58,778.56	59,371.86	593.30
	1 year	76.0%	58,187.82	59,864.52	60,621.95	61,531.28	62,152.36	621.08
	2 year	80.8%	61,862.84	63,645.44	64,450.70	65,417.47	66,077.77	660.30
<b>PSO II - Non Paramedic / SRO - Non Paramedic</b>								
	1 year	76.0%	58,187.82	59,864.52	60,621.95	61,531.28	62,152.36	621.08
	2 year	80.8%	61,862.84	63,645.44	64,450.70	65,417.47	66,077.77	660.30
	3 year	85.6%	65,537.86	67,426.36	68,279.46	69,303.65	70,003.18	699.53
	4 year	90.4%	69,212.88	71,207.28	72,108.21	73,189.84	73,928.60	738.76
	5 year	95.0%	72,734.77	74,830.65	75,777.43	76,914.10	77,690.45	776.35
	6 year	100.0%	76,562.92	78,769.11	79,765.72	80,962.21	81,779.42	817.21
<b>PSO III - Paramedic (PSO II plus paramedic incentive)</b>								
	1 year	76.0%	62,187.82	63,864.52	64,621.95	65,531.28	66,152.36	621.08
	2 year	80.8%	65,862.84	67,645.44	68,450.70	69,417.47	70,077.77	660.30
	3 year	85.6%	69,537.86	71,426.36	72,279.46	73,303.65	74,003.18	699.53
	4 year	90.4%	73,212.88	75,207.28	76,108.21	77,189.84	77,928.60	738.76
	5 year	95.0%	76,734.77	78,830.65	79,777.43	80,914.10	81,690.45	776.35
	6 year	100.0%	80,562.92	82,769.11	83,765.72	84,962.21	85,779.42	817.21
<b>FTO II - Non Paramedic (PSO II plus FTO incentive)</b>								
	1 year	76.0%	59,687.82	61,364.52	62,121.95	63,031.28	63,652.36	621.08
	2 year	80.8%	63,362.84	65,145.44	65,950.70	66,917.47	67,577.77	660.30
	3 year	85.6%	67,037.86	68,926.36	69,779.46	70,803.65	71,503.18	699.53
	4 year	90.4%	70,712.88	72,707.28	73,608.21	74,689.84	75,428.60	738.76
	5 year	95.0%	74,234.77	76,330.65	77,277.43	78,414.10	79,190.45	776.35
	6 year	100.0%	78,062.92	80,269.11	81,265.72	82,462.21	83,279.42	817.21
<b>FTO III - Paramedic (PSO II plus FTO and Paramedic incentives)</b>								
	1 year	76.0%	63,687.82	65,364.52	66,121.95	67,031.28	67,652.36	621.08
	2 year	80.8%	67,362.84	69,145.44	69,950.70	70,917.47	71,577.77	660.30
	3 year	85.6%	71,037.86	72,926.36	73,779.46	74,803.65	75,503.18	699.53
	4 year	90.4%	74,712.88	76,707.28	77,608.21	78,689.84	79,428.60	738.76
	5 year	95.0%	78,234.77	80,330.65	81,277.43	82,414.10	83,190.45	776.35
	6 year	100.0%	82,062.92	84,269.11	85,265.72	86,462.21	87,279.42	817.21
<b>Investigator - Non Paramedic (PSO II plus Investigator incentive) / SRO Paramedic*</b>								
	Start	70.0%	55,594.04	57,138.38	57,836.00	58,673.55	59,245.59	572.04
	6 months	72.6%	57,584.68	59,186.37	59,909.91	60,778.56	61,371.86	593.30
	1 year	76.0%	60,187.82	61,864.52	62,621.95	63,531.28	64,152.36	621.08
	2 year	80.8%	63,862.84	65,645.44	66,450.70	67,417.47	68,077.77	660.30
	3 year	85.6%	67,537.86	69,426.36	70,279.46	71,303.65	72,003.18	699.53
	4 year	90.4%	71,212.88	73,207.28	74,108.21	75,189.84	75,928.60	738.76
	5 year	95.0%	74,734.77	76,830.65	77,777.43	78,914.10	79,690.45	776.35
	6 year	100.0%	78,562.92	80,769.11	81,765.72	82,962.21	83,779.42	817.21
<b>Investigator Paramedic (PSO II plus Investigator and Investigator Paramedic* incentives)</b>								
	Start	70.0%	57,594.04	59,138.38	59,836.00	60,673.55	61,245.59	572.04
	6 months	72.6%	59,584.68	61,186.37	61,909.91	62,778.56	63,371.86	593.30
	1 year	76.0%	62,187.82	63,864.52	64,621.95	65,531.28	66,152.36	621.08
	2 year	80.8%	65,862.84	67,645.44	68,450.70	69,417.47	70,077.77	660.30
	3 year	85.6%	69,537.86	71,426.36	72,279.46	73,303.65	74,003.18	699.53
	4 year	90.4%	73,212.88	75,207.28	76,108.21	77,189.84	77,928.60	738.76
	5 year	95.0%	76,734.77	78,830.65	79,777.43	80,914.10	81,690.45	776.35
	6 year	100.0%	80,562.92	82,769.11	83,765.72	84,962.21	85,779.42	817.21
<b>INCENTIVES</b>								
	Paramedic		4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	
	FTO		1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
	Investigator		2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
	Paramedic - Inv. & SRO / DTF*		2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	

\*Commencing on January 1, 2023 Investigator & SRO Paramedic Incentive increases to \$4,000 and DTF Paramedic Incentive is established at \$2,000

**Village of Ashwaubenon  
Public Safety Union Pay Chart  
For Contract Year 2022**

**BI-WEEKLY SALARY**

Position	Years of Service	% of Top Wage	2019	2020	2021	2022	2022	Difference
			Final 3.06%	Final 2.88%	Final 1.27%	Good Faith 1.50%	Final 2.52%	2022 Final vs 2022 Good Faith
<b>PSO I - Probationary Officer</b>								
	Start	70.0%	2,061.31	2,120.71	2,147.54	2,179.75	2,201.75	22.00
	6 months	72.6%	2,137.87	2,199.48	2,227.30	2,260.71	2,283.53	22.82
	1 year	76.0%	2,237.99	2,302.48	2,331.61	2,366.59	2,390.48	23.89
	2 year	80.8%	2,379.34	2,447.90	2,478.87	2,516.06	2,541.45	25.39
<b>PSO II - Non Paramedic / SRO - Non Paramedic</b>								
	1 year	76.0%	2,237.99	2,302.48	2,331.61	2,366.59	2,390.48	23.89
	2 year	80.8%	2,379.34	2,447.90	2,478.87	2,516.06	2,541.45	25.39
	3 year	85.6%	2,520.69	2,593.32	2,626.13	2,665.53	2,692.43	26.90
	4 year	90.4%	2,662.03	2,738.74	2,773.39	2,814.99	2,843.41	28.42
	5 year	95.0%	2,797.49	2,878.10	2,914.52	2,958.23	2,988.09	29.86
	6 year	100.0%	2,944.73	3,029.58	3,067.91	3,113.93	3,145.36	31.43
<b>PSO III - Paramedic (PSO II plus paramedic incentive)</b>								
	1 year	76.0%	2,391.84	2,456.33	2,485.46	2,520.43	2,544.32	23.89
	2 year	80.8%	2,533.19	2,601.75	2,632.72	2,669.90	2,695.30	25.40
	3 year	85.6%	2,674.53	2,747.17	2,779.98	2,819.37	2,846.28	26.91
	4 year	90.4%	2,815.88	2,892.59	2,927.24	2,968.84	2,997.25	28.41
	5 year	95.0%	2,951.34	3,031.95	3,068.36	3,112.08	3,141.94	29.86
	6 year	100.0%	3,098.57	3,183.43	3,221.76	3,267.78	3,299.21	31.43
<b>FTO II - Non Paramedic (PSO II plus FTO incentive)</b>								
	1 year	76.0%	2,295.69	2,360.17	2,389.31	2,424.28	2,448.17	23.89
	2 year	80.8%	2,437.03	2,505.59	2,536.57	2,573.75	2,599.15	25.40
	3 year	85.6%	2,578.38	2,651.01	2,683.83	2,723.22	2,750.12	26.90
	4 year	90.4%	2,719.73	2,796.43	2,831.09	2,872.69	2,901.10	28.41
	5 year	95.0%	2,855.18	2,935.79	2,972.21	3,015.93	3,045.79	29.86
	6 year	100.0%	3,002.42	3,087.27	3,125.60	3,171.62	3,203.05	31.43
<b>FTO III - Paramedic (PSO II plus FTO and Paramedic incentives)</b>								
	1 year	76.0%	2,449.53	2,514.02	2,543.15	2,578.13	2,602.01	23.88
	2 year	80.8%	2,590.88	2,659.44	2,690.41	2,727.60	2,752.99	25.39
	3 year	85.6%	2,732.23	2,804.86	2,837.67	2,877.06	2,903.97	26.91
	4 year	90.4%	2,873.57	2,950.28	2,984.93	3,026.53	3,054.95	28.42
	5 year	95.0%	3,009.03	3,089.64	3,126.06	3,169.77	3,199.63	29.86
	6 year	100.0%	3,156.27	3,241.12	3,279.45	3,325.47	3,356.90	31.43
<b>Investigator - Non Paramedic (PSO II plus Investigator incentive) / SRO Paramedic*</b>								
	Start	70.0%	2,138.23	2,197.63	2,224.46	2,256.68	2,278.68	22.00
	6 months	72.6%	2,214.80	2,276.40	2,304.23	2,337.64	2,360.46	22.82
	1 year	76.0%	2,314.92	2,379.40	2,408.54	2,443.51	2,467.40	23.89
	2 year	80.8%	2,456.26	2,524.82	2,555.80	2,592.98	2,618.38	25.40
	3 year	85.6%	2,597.61	2,670.24	2,703.06	2,742.45	2,769.35	26.90
	4 year	90.4%	2,738.96	2,815.66	2,850.32	2,891.92	2,920.33	28.41
	5 year	95.0%	2,874.41	2,955.03	2,991.44	3,035.16	3,065.02	29.86
	6 year	100.0%	3,021.65	3,106.50	3,144.84	3,190.85	3,222.29	31.44
<b>Investigator Paramedic (PSO II plus Investigator and Investigator Paramedic* incentives)</b>								
	Start	70.0%	2,215.16	2,274.55	2,301.38	2,333.60	2,355.60	22.00
	6 months	72.6%	2,291.72	2,353.32	2,381.15	2,414.56	2,437.38	22.82
	1 year	76.0%	2,391.84	2,456.33	2,485.46	2,520.43	2,544.32	23.89
	2 year	80.8%	2,533.19	2,601.75	2,632.72	2,669.90	2,695.30	25.40
	3 year	85.6%	2,674.53	2,747.17	2,779.98	2,819.37	2,846.28	26.91
	4 year	90.4%	2,815.88	2,892.59	2,927.24	2,968.84	2,997.25	28.41
	5 year	95.0%	2,951.34	3,031.95	3,068.36	3,112.08	3,141.94	29.86
	6 year	100.0%	3,098.57	3,183.43	3,221.76	3,267.78	3,299.21	31.43

**Village of Ashwaubenon  
Public Safety Union Pay Chart  
For Contract Year 2022**

**OVERTIME**

Position	Years of Service	% of Top Wage	2019	2020	2021	2022	2022	Difference
			Final 3.06%	Final 2.88%	Final 1.27%	Good Faith 1.50%	Final 2.52%	2022 Final vs 2022 Good Faith
<b>PSO I - Probationary Officer</b>								
	Start	70.0%	38.65	39.76	40.27	40.87	41.28	0.41
	6 months	72.6%	40.09	41.24	41.76	42.39	42.82	0.43
	1 year	76.0%	41.96	43.17	43.72	44.37	44.82	0.45
	2 year	80.8%	44.61	45.90	46.48	47.18	47.65	0.47
<b>PSO II - Non Paramedic / SRO - Non Paramedic</b>								
	1 year	76.0%	41.96	43.17	43.72	44.37	44.82	0.45
	2 year	80.8%	44.61	45.90	46.48	47.18	47.65	0.47
	3 year	85.6%	47.26	48.62	49.24	49.98	50.48	0.50
	4 year	90.4%	49.91	51.35	52.00	52.78	53.31	0.53
	5 year	95.0%	52.45	53.96	54.65	55.47	56.03	0.56
	6 year	100.0%	55.21	56.80	57.52	58.39	58.98	0.59
<b>PSO III - Paramedic (PSO II plus paramedic incentive)</b>								
	1 year	76.0%	44.85	46.06	46.60	47.26	47.71	0.45
	2 year	80.8%	47.50	48.78	49.36	50.06	50.54	0.48
	3 year	85.6%	50.15	51.51	52.12	52.86	53.37	0.51
	4 year	90.4%	52.80	54.24	54.89	55.67	56.20	0.53
	5 year	95.0%	55.34	56.85	57.53	58.35	58.91	0.56
	6 year	100.0%	58.10	59.69	60.41	61.27	61.86	0.59
<b>FTO II - Non Paramedic (PSO II plus FTO incentive)</b>								
	1 year	76.0%	43.04	44.25	44.80	45.46	45.90	0.44
	2 year	80.8%	45.69	46.98	47.56	48.26	48.73	0.47
	3 year	85.6%	48.34	49.71	50.32	51.06	51.56	0.50
	4 year	90.4%	50.99	52.43	53.08	53.86	54.40	0.54
	5 year	95.0%	53.53	55.05	55.73	56.55	57.11	0.56
	6 year	100.0%	56.30	57.89	58.61	59.47	60.06	0.59
<b>FTO III - Paramedic (PSO II plus FTO and Paramedic incentives)</b>								
	1 year	76.0%	45.93	47.14	47.68	48.34	48.79	0.45
	2 year	80.8%	48.58	49.86	50.45	51.14	51.62	0.48
	3 year	85.6%	51.23	52.59	53.21	53.94	54.45	0.51
	4 year	90.4%	53.88	55.32	55.97	56.75	57.28	0.53
	5 year	95.0%	56.42	57.93	58.61	59.43	59.99	0.56
	6 year	100.0%	59.18	60.77	61.49	62.35	62.94	0.59
<b>Investigator - Non Paramedic (PSO II plus Investigator incentive) / SRO Paramedic*</b>								
	Start	70.0%	40.09	41.21	41.71	42.31	42.73	0.42
	6 months	72.6%	41.53	42.68	43.20	43.83	44.26	0.43
	1 year	76.0%	43.40	44.61	45.16	45.82	46.26	0.44
	2 year	80.8%	46.05	47.34	47.92	48.62	49.09	0.47
	3 year	85.6%	48.71	50.07	50.68	51.42	51.93	0.51
	4 year	90.4%	51.36	52.79	53.44	54.22	54.76	0.54
	5 year	95.0%	53.90	55.41	56.09	56.91	57.47	0.56
	6 year	100.0%	56.66	58.25	58.97	59.83	60.42	0.59
<b>Investigator Paramedic (PSO II plus Investigator and Investigator Paramedic* incentives)</b>								
	Start	70.0%	41.53	42.65	43.15	43.76	44.17	0.41
	6 months	72.6%	42.97	44.12	44.65	45.27	45.70	0.43
	1 year	76.0%	44.85	46.06	46.60	47.26	47.71	0.45
	2 year	80.8%	47.50	48.78	49.36	50.06	50.54	0.48
	3 year	85.6%	50.15	51.51	52.12	52.86	53.37	0.51
	4 year	90.4%	52.80	54.24	54.89	55.67	56.20	0.53
	5 year	95.0%	55.34	56.85	57.53	58.35	58.91	0.56
	6 year	100.0%	58.10	59.69	60.41	61.27	61.86	0.59

**Village of Ashwaubenon  
Public Safety Union Pay Chart  
For Contract Year 2022**

**HOLIDAY PAY**

Position	Years of Service	% of Top Wage	2019	2020	2021	2022	2022	Difference
			Final 3.06%	Final 2.88%	Final 1.27%	Good Faith 1.50%	Final 2.52%	2022 Final vs 2022 Good Faith
			82%	82%	82%	82%	82%	
<b>PSO I - Probationary Officer</b>								
	Start	70.0%	3,662.26	3,767.79	3,815.46	3,872.69	3,911.78	39.09
	6 months	72.6%	3,798.29	3,907.74	3,957.18	4,016.53	4,057.08	40.55
	1 year	76.0%	3,976.17	4,090.74	4,142.50	4,204.64	4,247.08	42.44
	2 year	80.8%	4,227.29	4,349.11	4,404.13	4,470.19	4,515.31	45.12
<b>PSO II - Non Paramedic / SRO - Non Paramedic</b>								
	1 year	76.0%	3,976.17	4,090.74	4,142.50	4,204.64	4,247.08	42.44
	2 year	80.8%	4,227.29	4,349.11	4,404.13	4,470.19	4,515.31	45.12
	3 year	85.6%	4,478.42	4,607.47	4,665.76	4,735.75	4,783.55	47.80
	4 year	90.4%	4,729.55	4,865.83	4,927.39	5,001.31	5,051.79	50.48
	5 year	95.0%	4,970.21	5,113.43	5,178.12	5,255.80	5,308.85	53.05
	6 year	100.0%	5,231.80	5,382.56	5,450.66	5,532.42	5,588.26	55.84
<b>PSO III - Paramedic (PSO II plus paramedic incentive)</b>								
	1 year	76.0%	4,249.50	4,364.08	4,415.83	4,477.97	4,520.41	42.44
	2 year	80.8%	4,500.63	4,622.44	4,677.46	4,743.53	4,788.65	45.12
	3 year	85.6%	4,751.75	4,880.80	4,939.10	5,009.08	5,056.88	47.80
	4 year	90.4%	5,002.88	5,139.16	5,200.73	5,274.64	5,325.12	50.48
	5 year	95.0%	5,243.54	5,386.76	5,451.46	5,529.13	5,582.18	53.05
	6 year	100.0%	5,505.13	5,655.89	5,723.99	5,805.75	5,861.59	55.84
<b>FTO II - Non Paramedic (PSO II plus FTO incentive)</b>								
	1 year	76.0%	4,078.67	4,193.24	4,245.00	4,307.14	4,349.58	42.44
	2 year	80.8%	4,329.79	4,451.61	4,506.63	4,572.69	4,617.81	45.12
	3 year	85.6%	4,580.92	4,709.97	4,768.26	4,838.25	4,886.05	47.80
	4 year	90.4%	4,832.05	4,968.33	5,029.89	5,103.81	5,154.29	50.48
	5 year	95.0%	5,072.71	5,215.93	5,280.62	5,358.30	5,411.35	53.05
	6 year	100.0%	5,334.30	5,485.06	5,553.16	5,634.92	5,690.76	55.84
<b>FTO III - Paramedic (PSO II plus FTO and Paramedic incentives)</b>								
	1 year	76.0%	4,352.00	4,466.58	4,518.33	4,580.47	4,622.91	42.44
	2 year	80.8%	4,603.13	4,724.94	4,779.96	4,846.03	4,891.15	45.12
	3 year	85.6%	4,854.25	4,983.30	5,041.60	5,111.58	5,159.38	47.80
	4 year	90.4%	5,105.38	5,241.66	5,303.23	5,377.14	5,427.62	50.48
	5 year	95.0%	5,346.04	5,489.26	5,553.96	5,631.63	5,684.68	53.05
	6 year	100.0%	5,607.63	5,758.39	5,826.49	5,908.25	5,964.09	55.84
<b>Investigator - Non Paramedic (PSO II plus Investigator incentive) / SRO Paramedic*</b>								
	Start	70.0%	3,798.93	3,904.46	3,952.13	4,009.36	4,048.45	39.09
	6 months	72.6%	3,934.95	4,044.40	4,093.84	4,153.20	4,193.74	40.54
	1 year	76.0%	4,112.83	4,227.41	4,279.17	4,341.30	4,383.74	42.44
	2 year	80.8%	4,363.96	4,485.77	4,540.80	4,606.86	4,651.98	45.12
	3 year	85.6%	4,615.09	4,744.13	4,802.43	4,872.42	4,920.22	47.80
	4 year	90.4%	4,866.21	5,002.50	5,064.06	5,137.97	5,188.45	50.48
	5 year	95.0%	5,106.88	5,250.09	5,314.79	5,392.46	5,445.51	53.05
	6 year	100.0%	5,368.47	5,519.22	5,587.32	5,669.08	5,724.93	55.85
<b>Investigator Paramedic (PSO II plus Investigator and Investigator Paramedic* incentives)</b>								
	Start	70.0%	3,935.59	4,041.12	4,088.79	4,146.03	4,185.12	39.09
	6 months	72.6%	4,071.62	4,181.07	4,230.51	4,289.87	4,330.41	40.54
	1 year	76.0%	4,249.50	4,364.08	4,415.83	4,477.97	4,520.41	42.44
	2 year	80.8%	4,500.63	4,622.44	4,677.46	4,743.53	4,788.65	45.12
	3 year	85.6%	4,751.75	4,880.80	4,939.10	5,009.08	5,056.88	47.80
	4 year	90.4%	5,002.88	5,139.16	5,200.73	5,274.64	5,325.12	50.48
	5 year	95.0%	5,243.54	5,386.76	5,451.46	5,529.13	5,582.18	53.05
	6 year	100.0%	5,505.13	5,655.89	5,723.99	5,805.75	5,861.59	55.84

## Appendix B

### **Procedure for Annual Implementation of Salary Formula for Ashwaubenon Public Safety Officers Association**

The Village of Ashwaubenon, hereinafter the "Village" and the Ashwaubenon Public Safety Officers Association, hereinafter the "Association," do hereby agree as follows:

For the purpose of implementing the annual wage adjustment for the Association based on the following "comparable" jurisdictions and collective bargaining units: Police and Fire: De Pere, Green Bay, Kaukauna, Menasha, Neenah, and Two Rivers; Police only: Brown County; the Village and the Association agree to the following procedure:

1. On or about January 1 of each year, the Village will implement a "good faith" salary increase in amount to be agreed upon by the Association and the Village, said increase to be implemented in a timely manner.
2. Beginning on January 1 of each year, the Village will contact the above-cited bargaining units to obtain the negotiated salaries for the positions identified below for the current calendar year.
3. The Village shall furnish the information obtained from the jurisdictions to the Association in a timely manner and, if desired by either party, a meeting shall be held between the parties to discuss the information.
4. When nine or more of the comparable bargaining units have settled their contracts for the current calendar year, the Village will determine the average of the salaries of the settled bargaining units for the positions identified below, and multiply that average salary figure by 1.1 to set the maximum base pay for a PSO II for the current year. In order to determine the appropriate pay raise for all other PSOs, the Village will determine the Percentage Raise that was necessary to bring the maximum PSO II base pay to 1.1 times the average salary of the comparable settled bargaining units for the current labor contract year, and apply that same Percentage Raise to the prior contract year's salaries of all other PSO positions.
5. If one or more of the comparable units used to determine the annual increase for the maximum base salary has negotiated multiple increases for the same calendar year (e.g., 1% on January 1, and an additional 1% on July 1), the Village will use a weighted average<sup>1</sup> of those salaries in making the computations described in paragraph 4, above.
6. PSOs shall receive back pay retroactive to January 1 of the current labor contract year if the salary derived under paragraph 4 is in excess of the good faith increase. If the good faith increase causes the PSO's maximum base pay salary to exceed 110% of the average salary of the nine settled bargaining units, the PSOs will not be required to pay back any monies to the Village.

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<sup>1</sup> Example of "weighted average": if a comparable unit were earning \$50,000 from January 1 through June 30, and then \$51,000 from July 1 through December 31, that unit's annual salary would be treated as \$50,500. This is so because the officers in that comparable unit would have earned \$25,000 during the first 6 months, and then \$25,500 during the second 6 months.

7. The salaries of the following positions from the bargaining units listed above shall be used when determining the current contract year increase to be given to the PSOs:

Brown County Sheriff	42 months (6/3 schedule)
De Pere Fire	Maximum Firefighter w/EMT pay
De Pere Police	Patrol 5 years
Green Bay Fire	Engineer < 12 years w/ EMT pay
Green Bay Police	Advanced Patrol (6)
Kaukauna Fire	Engineer w/ EMT
Kaukauna Police	Patrol 12 years
Neenah/Menasha Fire	Driver 6 years
Menasha Police	Patrol Step 6
Neenah Police	Patrol (6) years
Two Rivers Fire	Step E
Two Rivers Patrol	Patrol Step E

## APPENDIX C

### **Ashwaubenon Department of Public Safety Investigator Schedule**

#### Purpose

1. To maintain a staffing level of at least one investigator in the unit on a daily basis Monday through Friday; the work schedule would promote team building and working together in solving multiple crime cases or serious / complex crime cases.
2. The investigator's schedule allows the employee the weekends off unless otherwise assigned casework, follow-up or called in.

#### The investigators will work under the following rules:

1. All investigators may be flexed in working hours and days to meet the needs of specific investigations as deemed appropriate by the investigations supervisor upon approval of the Chief of Public Safety.
2. As normal practice, only one Investigator is allowed to be on Compensatory Time/Vacation Time. The Captain of Investigations may elect to allow the use of Compensatory/Vacation Time for a second Investigator, by mutual agreement with the employee on a non-precedential basis. More than one Investigator can take off during federally recognized holidays.
3. If the investigator is called in while off-duty, the employee will be compensated with Overtime or Compensatory Time at time and one-half for the actual time worked with a minimum of 3 hours.
4. If working past the normally scheduled hours, the employee will be compensated with Overtime or Compensatory Time at time and one-half for the actual time worked.



## APPENDIX D

### Standby/Emergency Road Car Call-In Procedures

1. A page will be sent out with the staffing needed (standby's/station sup/emergency road car, etc) via text message to all eligible line officers to the cell number they have provided.
2. If the page is not filled after 1 minute, a second page to line staff will be sent out.
3. If the second page is not filled after 1 more minute, a third/final page will be sent out to all eligible public safety staff. (PSO/POP/POC/Supervisors)
4. Employees will call an administrative line to the Brown County Dispatch Center to respond to a standby request.
5. Any officer responding for the page will need to arrive at Station 1 within approximately 20 minutes of their acceptance of the OT.
6. Once a page is filled, a final page will be sent out notifying that the request is filled.
7. If the request is not filled, the on-duty supervisor will make a determination if a reverse seniority order-in needs to be completed.
8. Standby's will be released once all ambulances are back and restocked and a supervisor releases standby's, or a minimum of 1 hour from the time of dispatch for the call that created the standby request, whichever is longer.
9. Emergency road cars will be released at the discretion of the road supervisor once road staffing/calls for service return to a manageable level with the current on-duty staffing.
10. Any sworn officer called in for work for standby/emergency road car, shall be paid in accordance to Article XXVII.

## APPENDIX E

### Ashwaubenon Department of Public Safety Drug Testing Procedure/Policy

#### PURPOSE

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that Public Safety Officers are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and thus, job performance.

When Public Safety Officers participate in illegal drug use and drug activity, the integrity of their profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the Public Safety Department and to preserve public trust and confidence in a fit and drug-free profession, this Department shall implement a drug testing program to detect prohibited drug use by Department employees.

The purpose of this policy is to outline the Public Safety Department drug-testing program and provide all employees with notice of its provisions.

#### IMPLEMENTATION OF DRUG TESTING PROGRAM AND EMPLOYER ASSISTANCE PROGRAM

Before any drug testing may commence within the Department, the employer shall hold preliminary information meetings to inform employees regarding this drug testing procedure. At said meetings, the Drug Testing Procedure / Policy shall be distributed to all employees and an overview of the contents of said Procedure/ Policy shall be provided.

An Employee Assistance Program shall be made available to employees and family members to help them deal with problems on a voluntary basis. Employees should avail themselves of this assistance as early as possible in order to avoid more serious situations. An employee's participation in the EAP shall be confidential and employer shall neither attempt to, or be permitted to obtain information about said participation or the matter discussed between the employee and the EAP representative. Further, no employee shall be subjected to discipline, or shall be the subject of investigation as a result of participation in EAP.

Finally, participation in the EAP shall not constitute any part of the probable cause prerequisite to the drug testing.

#### DEFINITIONS

- A. Employee - All sworn personnel who work for the Village of Ashwaubenon Public Safety Department.
- B. Supervisor - Those employees assigned to a position having day-to-day responsibility for supervising subordinates, or responsible for commanding a work element.
- C. Command Officer - A Supervisor above the rank of Lieutenant/ Field Supervisor.

- D. Drug Test - The compulsory production and submission of urine by an employee in accordance with departmental procedures for chemical analysis to detect prohibited drug usage of controlled substances: Heroin, cocaine, phencyclidine, lysergic acid diethylamide, psilocin, psilocybin, amphetamine, methamphetamine, or any other controlled drug listed in Schedules I or II of State Code.
- E. Reasonable Suspicion - must be based on specific, articulable facts, and any rationally derived inference from those facts about the conduct of an individual, that would lead a reasonable person to suspect that the individual is or has been using drugs while on or off duty. Simple accusation by a member of the public or a fellow officer does not constitute reasonable suspicion.
- F. Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the Department of Public Safety.
- G. Approved Testing Laboratory - A laboratory, which meets Federal requirements and is certified to administer such testing.
- H. Adequately Trained - A laboratorian sufficiently trained in collection procedure by the Approved Testing Laboratory to meet the Federal guidelines for certification.

## **PROCEDURES**

- A. Prohibited Activity - The following rules shall apply to all applicants, probationary and regular employees, while on and off duty.
  - 1. No employee shall illegally possess any controlled substance.
  - 2. No employee shall ingest any controlled or other dangerous substance unless as prescribed by a licensed medical practitioner.
    - a. An employee who is required to use a prescription medication and who has been advised by his/her physician not to work during such use must notify his/her immediate supervisor of such prescription, including the prescribed period of use.
    - b. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the personnel file.
  - 3. Any employee who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
  - 4. Any employee having reasonable suspicion to believe that another employee is illegally using, or is in possession of, any controlled substance, shall immediately report the facts and circumstances to his/her supervisor in writing.
- B. Probationary Employee Drug Testing - All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of

the probationary period. The frequency and timing of such testing shall be determined by the Chief of Public Safety or his designee.

C. Employee Drug Testing

1. The Director of Public Safety or his designee may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A written summary of the facts supporting the order shall be made available to the employee within 48 hours of the actual test. A disagreement over the existence of reasonable suspicion shall not be grounds to refuse the test. The employee shall have the right to representation by a union steward or other union officer during this process and shall be advised of said right. However, should no union officer be available, the employee shall have the right to have another bargaining unit member of his or her choice present during the process.
2. A drug test will be administered as part of all promotional procedures.
3. Random drug testing will be conducted on a staggered basis during the year on up to 20% of sworn employees.
  - a. The selection pool will include all sworn employees.
  - b. The random selection of the officer's names will be observed by the President or selected designee of the Association and a representative from management.
  - c. The Association and management shall develop and mutually agree upon a reasonable mechanism for screening employees.
  - d. Any sworn employees of this Department who is directly involved in an injury, traffic accident, use of deadly force, or occupational accident requiring hospitalization, shall be required to submit to drug testing as soon as the situation allows when there is reasonable suspicion to test the employee and is instructed by a Command Officer.

D. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy to ensure the integrity of Department drug testing shall be adhered to by any qualified personnel administering drug tests.
2. Qualified personnel authorized to administer drug tests shall require positive identification from each employee to be tested before he/she enters the testing area. This shall consist of picture ID or driver's license.
3. Testing personnel will require the employee to complete a form verifying prescription or non-prescription drugs. Regardless of what the employee says, the testing process

proceeds and if a prescription drug is detected, the Medical Review Officer will facilitate the verification process.

4. It is standard procedure to have a secure bathroom when utilizing a collection site like Bellin Occupational Solutions.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time, he/she shall remain in the testing area. Up to forty (40) ounces of water may be given to the employee to encourage urination. If the employee is unable to provide a sample within the first four (4) hours up to an additional four (4) hours will be permitted while the testing area is open where the employee will remain. Failure to submit a sample shall be considered a refusal to submit to a drug test. Documented medical inability to submit a sample shall not be considered a refusal.
6. All urine samples obtained pursuant to this Policy/Procedure shall be split and stored by the laboratory personnel conducting the test(s) on said sample(s) and shall be made available to the employee for retesting in case of a positive test result. The urine samples must be collected from the employee simultaneously, identified, marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing at the approved testing laboratory. If the sample tests positive, the other sample shall remain at the facility in frozen storage for one year. The positive sample result will be reviewed by the Department's Medical Review Officer. This sample shall be made available to the employee or his/her attorney, should the original sample result in a legal dispute or the chain of custody be broken.

If the employee desires to have his/her specimen retested because of a Positive test result, he/she may do so at his/her own expense at an approved testing laboratory of his/her choice. Results of any retesting shall be submitted to the Chief of Public Safety in writing within five (5) working days, excluding Saturdays, Sundays and holidays, after the specimen is turned over the employee's selected laboratory.

7. The Village will retain qualified, licensed physicians to serve as "Medical Review Officer ("MRO") under this Policy.

The Medical Review Officers perform key responsibilities under this Policy, including the following:

- Medical Review Officers receive the test results from the laboratories that test the urine samples and then review and interpret the test results.
  - In the case of a positive test result, the Medical Review Officer will personally contact the officer prior to the Department being informed of the positive test results.
  - If the Medical Review Officer is able to contact the officer, the positive test result will be discussed with the officer and information may be shared and analyzed to provide possible explanation for the positive test result.
  - The Medical Review Officers ultimately notify the Department of any verified positive test results.
8. Specimen samples shall be sealed in the presence of the participants, labeled and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain of custody.
9. Whenever there is a reason to believe that it is likely the employee has altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel. The Village of Ashwaubenon or the testing laboratory shall provide written rationale for any such reasoning requiring a second specimen.
10. If there is any defect in the testing procedure that can be substantiated or documented, which materially affected the accuracy of the drug test, the results are invalidated and it will be deemed that no test had occurred.

E. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure.
  - a. Initial Screening Test
  - b. Confirmation Test
2. The urine sample is first tested using the initial drug screening procedure. The laboratory will not release a positive screening result to the Village of Ashwaubenon Public Safety Department or the Village Manager until it has been confirmed by an alternate more specific method (GC/MS)
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse, including heroin, amphetamines and barbiturates.
5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using an EMT immunoassay drug-screening test.

Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Cocaine	200 ng/ml
Opiates	300 ng/ml
THC	50 ng/ml
PCP	25 ng/ml
Benzodiazepines	300 ng/ml
Methadone	300 ng/ml

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

Marijuanametabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

\*Delta-9 tetrahydrocannabinol-9-carboxylic acid

\*\* Benzoylcegonine

6. The laboratory and laboratory personnel selected to conduct the analysis shall be certified under the DHHS mandatory Guidelines for Federal Workplace Drug Testing Programs.
7. Employees having negative drug test results shall receive a copy of their test results stating that no illegal drugs were found. A copy of the results will be placed in the employee's personnel medical file.

F. Chain of Evidence – Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for one year.

G. Drug Test Results

All records pertaining to Department-required drug tests shall remain confidential except that the Union shall be notified in writing whenever a drug test has been administered to an employee within the bargaining unit. Copies of test results reported by number will be provided only to the Chief of Public Safety and Village Manager, and shall not be provided to other employers or agencies without the written permissions of the person whose records are sought.

H. Refusal to Submit

Employees who refuse to submit to a required drug test under this policy may be disciplined up to and including discharge from employment.

I. Grievance and Arbitration

Any dispute over the application, interpretation or alleged violation of the Policy/Procedure shall be subject to the Grievance Procedure set forth in the parties' collective bargaining agreement.



## APPENDIX F

### **Ashwaubenon Department of Public Safety Implementation of N.F.P.A. Physicals**

1. The Village of Ashwaubenon will pay the cost of the medical evaluation that are conducted by the Department's health service. Any follow-up evaluation or treatment for medical conditions identified during the annual physical will be paid for in accordance with the health insurance benefits provided in the bargaining agreement. Medical evaluations shall be conducted upon hiring and every five (5) years thereafter during the course of employment.
2. The Department shall strive to provide a medical evaluation program in accordance with the Wisconsin Administrative Code, Chapter 30, "Fire Department Safety and Health", sub-chapter XL Comm. 30.1 5, Physical and Medical Capabilities and using NFPA 1582 as a guideline for the medical evaluations.

For sworn employees hired after January 1, 2003, in accordance with Section 2-5, 2, the Department physician may not medically certify the current member for return to duty if any Category, Category A, Medical Condition Specified, in Chapter 3 of the standard is present and cannot be medically corrected in accordance with Section 9. The parties will strive to meet the goals of the NFPA standards although strict adherence is not mandated, but medical clearance is required pursuant to means provided in paragraph 7 of Appendix F herein.

3. The Village will make every attempt to schedule the medical evaluation on duty. If the medical evaluation needs to be performed off-duty, the employee shall be paid according to the Collective Bargaining Agreement, Article 28 §A. such compensation will not offset the employee's FLSA time.
4. An employee hired prior to January 1, 2003 may waive the physical by the Department's physician provided the employee signs the waiver form and provides a statement from their personal physician that they meet the standards in Paragraph 2.
5. The Village agrees to comply with the NFPA Standard Recommendations and State Statutes with regard to medical evaluation records, results, reporting and confidentiality.
6. The intent of the NFPA annual physical is not to institute a random drug-screening program.
7. When the Village physician determines that an employee is not fit for duty, the employee may, at his or her own expense, choose to seek a medical opinion from another physician. The employee will be asked to sign a release so that should the opinions of the Village's physician and the employee's physician be in conflict, the two physicians can discuss their opinions. The two physicians will try to resolve the conflicting opinions. The Village will accept a written opinion from the employee's physician as the final opinion.
8. In the event an employee is determined to be unfit for full-duty, the employee may be offered limited duty based upon medical limitations not to exceed six (6) months when there is an expectation that the employee is capable of returning to their original duty assignment.

9. In the event that the employee is determined to be unfit for full-duty, the employee may utilize paid leave under the Collective Bargaining agreement and any leave available by law. In the event that an employee has exhausted all available paid leave, said employee shall be placed on leave of absence without pay. An employee placed on unpaid leave pursuant to this letter will receive up to a total three (3) months continued Health and Dental Insurance benefits paid for by the Village, in addition to the employee's entitlement under the FMLA. This three (3) month extension of Health and Dental Insurance benefits is based upon the condition resulting in the employee being determined to be unfit for full-duty and, unlike FMLA benefits, does not result in a new entitlement with the beginning of a new calendar year.
10. In accordance with the NFPA standard, the Department shall provide encouragement and resources shall include: The Village's Employee Assistance Program, recommendations from the Village's physician, access to the Public Safety's fitness facility (with a physician's release and a signed consent/waiver form).
11. The agreement between the parties regarding those items outline above shall be documented in the form of a side letter and will be attached to the Collective Bargaining agreement. A copy of the NFPA 1582 shall be attached as reference.

## APPENDIX G

### **Ashwaubenon Department of Public Safety Physical Fitness Provision**

This provision will terminate on December 31, 2022. Testing will occur one (1) time per year. The testing will be scheduled for three (3) separate days prior to the end of year. Each individual test can be repeated on the same day, during the time testing is occurring, if the person being tested desires to improve their score for that event. If an injury occurs that prevents the individual from completing all or any part of the assessment on that specific day, the employee can be tested at a future date, but must complete the entire assessment process regardless of the tests which were completed on the original test date.

Any employee who, for reasons of illness or injury, is temporarily unable to perform at his/her previous recorded level during any testing period shall, after review and determination by the Chief of Public Safety as to legitimacy, be paid at the previous rate for a period not to exceed 120 days. After 120 days of such illness or continued injury, the employee shall revert to the pay category at which he/she had previously tested for a period not to exceed 245 days.

Employees on worker's compensation shall continue to be compensated during the time period that they are on worker's compensation at their previously recorded fitness rate when the claim took place. Once the employee is back to full duty, they must make arrangements to take the full test within 30 days of returning to full duty status. It is the employee's responsibility to make arrangements with the test coordinator and/or Bellin fitness coordinator to complete the full test.

Personnel, with documentation from a health care provider that the employee cannot participate in the primary cardiovascular test, may participate in the alternative cardiovascular test.

#### **Benefits and Incentives**

All officers who score in the "excellent" category on all tests will be paid an incentive of \$1400, paid out bi-weekly (\$57.69 per pay period) so long as the employee maintains the "excellent" scores.

All officers who score in the "good" category or better on all tests will be paid an incentive of \$700, paid out bi-weekly (\$26.92 per pay period) so long as the employee maintains the "good" scores.

#### **Posting**

The department's test coordinator will make every effort to have the fitness sign up sheets posted 30 days prior to testing. Due to schedule conflicts and Bellin Fitness employee schedules, at times there may have to be changes made to the test dates to accommodate these changes.

Senior officers can bump junior officers prior to the posting being taken down on the posted date. Every effort shall be made by the senior officer to notify the junior officer about the bump/posting change.

**ASHWAUBENON PUBLIC SAFETY  
PHYSICAL AGILITY ASSESSMENT FORM**

Officer: \_\_\_\_\_ Age: \_\_\_\_\_

Sex: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Date: \_\_\_\_\_

	Reps / Time	Score	Coordinator
1. Push-Ups	_____	_____	_____
2. Grip Test	_____		
	_____		
	_____		
3. Cardiovascular	_____	_____	_____
4. Flexibility**	_____		_____

\*\* Unscored

I hereby certify that I have determined my fitness to participate in the testing process by the following method as attested to by my initials. Participation in this fitness program/incentive is voluntary.

\_\_\_\_\_ Under age 35 – I have been involved in a physical fitness program for the 12 month period prior to this assessment

\_\_\_\_\_ Over age 35 – I have been involved in a physical fitness program for the 12 month period prior to this assessment since reaching age 35 (Medical evidence may be required if this is the first assessment)

\_\_\_\_\_ Signature of Officer

\_\_\_\_\_ Signature of Coordinator

## TESTING METHODS

### Upper body strength (Push ups)

1. Hands shoulder width apart.
2. Straight back.
3. Chest will touch foam block measurement guide, or the participant's elbow will reach a 90 degree bend or less before pushing back up. The participant will have the choice of which method they use.
4. Continuous motion, if the participant stops in either the up or down position, the test will conclude and the number of completed pushups at that time will be scored.

### Cardiovascular Endurance (Max Aerobic endurance) (1 mile run)

1. Test will be conducted on ¼ mile circular track.
2. Each participant will be timed for 4 laps on the track.
3. Run will need to be performed unless a physician provides a note authorizing the sub-max aerobic endurance test.
4. Make up tests will be performed on treadmill.

### Alternative Cardiovascular Endurance (Sub-max Aerobic endurance - Step Test)

1. Participant will step up and down on a 12" step at a cadence of 96 beats per minute (up, up, down, down) (24 steps per minute) using a metronome for cadence.
2. Test will be timed for 3 minutes.
3. At the conclusion of 3 minutes, the participant will stop and sit on the step for 1 minute.
4. Using a pulse oximeter, record your HR 1 minute after completing the test.

### Grip Strength (Core Strength)

1. Test will use a hand dynamometer.
2. Participant will stand with their arm at their side, not touching their body with their elbow bent slightly, or bent to 90 degrees.
3. Participant will squeeze the device with as much force as possible, being careful to only squeeze once per measurement.
4. 3 trials will be conducted with 30 seconds rest between each trial to account for muscle fatigue.
5. Record each result to the nearest pound. If the difference between each is less than 6.6lbs, the test is complete. If the difference between any two measurements is more than 6.6 pounds, repeat one more trial after a rest period. Use the best score of the 3 trials for scoring.

Note: If a 4<sup>th</sup> trial is required, eliminate the score recorded out of limits and then use the highest score of the remaining three scores.

Flexibility (Unscored screening tool)

1. Lay supine with your arms at your sides, palms up. Feet should be perpendicular to the floor. A board is placed under the participant's knees.
2. Raise test leg as high as possible with the other leg remaining in contact with the board.
3. 0, 1, 2 or 3 points will be given based on leg height in relation to scoring device.

Note: Exercises or physical therapy can be recommended by the Bellin Fitness trainer to help employees improve their overall flexibility.

**Cardiovascular Endurance**

1 mile run

Pass / Fail

<u>Under 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50+</u>
<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>
<u>Time</u>	<u>Time</u>	<u>Time</u>	<u>Time</u>
11:00	12:00	13:00	14:00
<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>
11:30	12:30	13:30	14:30

**3-minute Step Test**

**Male**

<u>Under 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50+</u>
<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>
<100 HR	<102 HR	<105 HR	<111 HR
<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>
<107 HR	<110 HR	<113 HR	<119 HR

Female

<u>Under 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50+</u>
<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>
<110 HR	<110 HR	<112 HR	<118 HR
<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>
<120 HR	<119 HR	<120 HR	<124 HR

**Upper Body Strength – Push Ups  
Male**

<u>Under 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50+</u>
<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>
<u>Reps</u>	<u>Reps</u>	<u>Reps</u>	<u>Reps</u>
38	31	25	20
<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>
31	26	22	16

**Female**

<u>Under 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50+</u>
<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>
<u>Reps</u>	<u>Reps</u>	<u>Reps</u>	<u>Reps</u>
27	22	18	14
<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>
20	17	15	11

**Hand Grip Strength  
Male**

<u>Under 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50+</u>
<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>
<u>Lbs</u>	<u>Lbs</u>	<u>Lbs</u>	<u>Lbs</u>
114+	113+	110+	102+
<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>
105+	104+	101+	95+



**Female**

<u>Under 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50+</u>
<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>	<i>Excellent</i>
<u>Lbs</u>	<u>Lbs</u>	<u>Lbs</u>	<u>Lbs</u>
84+	76+	72+	69+
<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>
68+	60+	55+	53+

Scoring is pass/fail

- Need to achieve “excellent” on all test to receive the “excellent” incentive
- Need to achieve “good” or better on all tests to receive the “good” incentive
  - Example: 2 “excellent” scores + 1 “good” score = “good” incentive
  - Example: 2 “excellent” scores + one score that lands below “good” = No incentive

## APPENDIX H

### Procedure for Applying for and the Use of Compensatory Time

1. Initial vacation picks supersede compensatory time.
2. Compensatory time may only be submitted less than thirty-one (31) days in advance.
3. Once compensatory time is approved, it can only be canceled by the employee requesting the compensatory time.
4. For an officer to take time off via compensatory time, the following procedure should be followed for submitting and approving time off:
  - a. The officer has the requested comp time available in the payroll system;
  - b. A time off request has been submitted via the payroll system;
    - i. Time stamps within the payroll system will be used to determine approval of multiple comp time submissions, with preference given to the first request submitted.
  - c. The officer makes contact with their shift supervisor (or on-duty supervisor if the request is for the next scheduled shift) advising them of the pending request. The supervisor will make a determination of the request within 72 hours. If the comp request brings the shift below minimum staffing requirements, creates overtime, or if there are already 2 PSO's off on the requested day, the comp time request will be denied.

## APPENDIX I

### Ashwaubenon Department of Public Safety Switches & Trades

1. A switch or trade is an agreement between two officers. The trade/switch shall not impose any additional costs to the Village. If the switch causes OT, it will be denied.
2. Any switch or trade must be approved by a supervisor.
3. Officers will make every effort to trade with another officer of the same or higher level of medical certification so as not to create OT. If a trade/switch is requested and it brings the shift below the 2 paramedic minimum, it will be denied.
4. A switch or trade will not be approved more than thirty-one (31) days in advance of the first shift trade unless the switch is made between employees with identical medical certification.
5. Once a trade is approved, it cannot be cancelled by a supervisor.
6. An employee may 'protect' a trade from order-in once in the first half of the year (Jan-Jun), and once in the second half of the year (Jul-Dec) by noting 'protected trade' on the trade slip that is turned in to a supervisor. A trade cannot be retroactively 'protected.' Once a protected switch is approved, it cannot be rescinded and used again within the same 6 month period.
7. A switch/trade is an agreement between two employees. If a trade is partially completed or unable to be completed due to a promotion or a change in work assignment, it is up to the employees involved to work out a resolution via comp time transfer or a trade with a different employee. The Village shall not owe any employee time off, and the shift responsibility falls on the originally assigned employee.
8. Neither the Department nor Village is responsible for enforcing any agreement between employees.

## APPENDIX J

### Canine Handler Program

1. Effective May 11, 2018, the Village of Ashwaubenon Department of Public Safety will establish a Canine Handler position. The Chief shall establish a selection process, including but not limited to agility testing, home inspections and interviews. The Village is not bound by this Agreement to replace the canine upon retirement of the canine, whether due to age or injury.
2. Job Description. The Canine Handler's job description is for reference purposes only and is subject to modification by management at management's sole discretion at any time. If a conflict between the job description and the Collective Bargaining Agreement (CBA) exists, the CBA takes precedence.
3. Commitment. Due to the training specific to the canine and its handler, the Village expects the selected canine handler to work with the canine for the full-service life of the canine. In the event the Canine Handler wishes to resign from the position prior to retirement of the canine, the canine handler shall return to a 24-hour shift rotation and be ineligible for other specialized assignments (pay incentive or non-pay incentive) for a period of two years. If the Canine Handler holds a specialized position at the time of resignation, the Canine Handler will continue to hold the specialized position.
4. Stipend. The Canine Handler will receive a stipend of \$195.00 per bi-weekly pay period. This amount is not added into the public safety officer's salary.
5. Emergency Call-In. The Canine Handler will be compensated according to Article XXVII of the CBA for emergency call-ins.
6. Uniform. The department will provide the initial issue of uniforms for the handler. Replacement of the Canine Handler's uniform will be in accordance of the Village-APSOA uniform replacement agreement set forth in the current CBA. The Department Uniform Policy will be updated to reflect the approved uniform for the Canine Handler.
7. Schedule. The Canine Handler shall work a six day on-three days off (6/3) schedule, as a 8 hour employee. The normal work hours will be 11:00 A.M. to 7:00 P.M. and or 3:00 P.M. to 11:00 P.M. Normal work hours may be flexed as needed with the approval of the Canine Coordinator and Canine Handler. All hours of work will be compensated according to Article XXVIII of the CBA. The normal work hours and 6/3 schedule will be reviewed periodically after implementing the canine handler program and may be amended from time to time by agreement of the parties to reflect the demand and needs of the canine handler position.
8. The Canine Handler shall take pay for canine training and not comp-time. The Canine Handler will train with the Green Bay Police Department canine teams (2) eight hour blocks a total of sixteen hours a month.
9. Vacation. The Canine Handler will select vacations days off the Canine Handler work rotation and should try to schedule off days around the monthly training days.

10. **Vehicle and Equipment.** The Canine Handler will be provided a designated vehicle designed for the canine. The Village will provide the required equipment for the canine, including leash, kennel, and other canine supplies. The Canine Handler is expected to maintain all equipment in a clean and serviceable condition. The canine kennel, vehicle, and equipment are subject to inspection by the Chief or his designee at any time. The Canine vehicle may be taken to the personal home of the canine handler on a daily basis. Usage of the department vehicle is subject to all other policies on department vehicles for personal use.
11. **Canine Policy.** The Chief has established Canine Policy in the Ashwaubenon Public Safety Policy Manual. Such policy further governs the Canine Handler and items contained in this agreement. The policy may be amended from time to time at the sole discretion of the Chief.
12. **Kennel Expenses.** If the canine must be kenneled due to Canine Handler vacation or other personal reason, Ashwaubenon Public Safety must bear the cost of kenneling the canine at an approved facility. The Canine Handler is encouraged to work with other canine handlers throughout Brown County regarding care of the canines for vacations and other absences. If the canine must be kenneled due to a work related issue, Ashwaubenon Public Safety will bear this expense.
13. **Retirement.** At the end of service life for the canine, the Canine Handler will have the first right of refusal to ownership of the retired canine.