

# MEMORANDUM

June 16, 2005



TO: Trustee Kellie Lang, Chairperson  
Budget and Finance Committee

FROM: Chris Swartz, Village Manager

COPY TO: Village Board  
David Banaszynski, Chief of Police

RE: Ordinance Related to 2004 and 2005 Wage and Fringe Benefits for Lieutenants and Sergeants of the Police Department Commencing January 1, 2004

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Please find attached a proposed ordinance regarding wages and fringe benefits for Lieutenants and Sergeants of the Police Department. Also, attached are Exhibit A – Wage and Fringe Benefits 2004-2005, plus appendices.

Your favorable recommendation to the Village Board would be appreciated. Please let me know if you have any questions regarding the above.

STATE OF WISCONSIN : MILWAUKEE COUNTY : VILLAGE OF SHOREWOOD

ORDINANCE NO. \_\_\_\_\_

An ordinance related to 2004 and 2005 wage and fringe benefits  
for Lieutenants and Sergeants of the Police Department

At a regular meeting of the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin, held on the 20<sup>th</sup> day of June, 2005, a quorum being present and a majority of the Board voting therefore, said Board does ordain as follows:

SECTION 1

That the Village Board of the Village of Shorewood does hereby approve a wage and fringe benefit schedule for employees holding the rank of Lieutenant or Sergeant in the Police Department of the Village for a period commencing upon the date of adoption of this ordinance as more specifically described in the attached schedule marked "Exhibit A" which is incorporated by reference and made part hereof as if fully set forth herein, a copy of which is available for inspection at Shorewood Village Hall.

SECTION 2

That all ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby to such extent repealed.

SECTION 3

That this ordinance shall be in force and take effect from and after its passage.

PASSED AND ADOPTED this 20<sup>th</sup> day of June, 2005, by the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin.

\_\_\_\_\_  
Mark W. Kohlenberg, Village President

Countersigned

\_\_\_\_\_  
Kathleen E. Greig, Village Clerk

# MEMORANDUM

To: Chris Swartz; Village Manager  
From: Chief David M. Banaszynski  
CC: Village Board  
Date: June 10, 2005  
Re: Contract for sergeants and Lieutenants

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Per our discussions, I believe that the Sergeants and Lieutenants should receive the same wage and compensation package that the officers received for 2004 and 2005. This is based on past practice and on the idea that without equal or greater compensation to the officers, the incentive to gain rank would be lost.

The supervision of the Shorewood Police Department is extremely important and I believe that this group of supervisors deserve and should receive equal compensation.

Also, after our conversations, I do agree with you that for the 2006 contract that it would be worthwhile, sitting down with this group and discussing the future. This traditionally has not been done and has always been a sore point.

VILLAGE OF SHOREWOOD

LIEUTENANTS AND SERGEANTS OF THE POLICE DEPARTMENT

WAGE AND FRINGE BENEFITS 2004 AND 2005

COVERAGE

The provisions contained in this Exhibit A cover Lieutenants and Sergeants, hereinafter referred to as "employee" or "employees," unless specifically provided otherwise.

WAGES

See attached Schedule 1.

WORK HOURS AND OVERTIME

- A. The scheduling of hours worked and duty shifts will remain under the control and discretion of the Chief of the Police Department, including rescheduling Sergeants' hours so as to avoid any overtime payments when such employees attend the annual twenty-four (24) hour in-service training program. Lieutenants are not eligible for any overtime payments whatsoever. Overtime, however, shall be paid to Sergeants at the rate of time and one-half (1-1/2) for all hours worked over either (8) hours per day or forty (40) hours per week, excluding briefing time of fifteen (15) minutes prior to the start of a shift. Subject to provisions of Federal and State law:

1. Sergeants shall have the option of having overtime paid in cash or compensatory time off.
2. Compensatory time off, if requested by the Sergeant, shall be at the discretion of the Chief or his/her designee.

Regulation of compensatory time for Sergeants shall remain within the guidelines set forth in the Fair Labor Standards Act where it applies to law enforcement personnel, and that the work period shall be twenty-eight (28) days in length. Wages received while in training will be limited to eight (8) hours of straight time per day.

- B. A recall of a Sergeant to duty for any reason will be paid at the rate of time and one-half (1-1/2) with a minimum guarantee of three (3) hours.
- C. A guaranteed minimum of three (3) hours at time and one-half (1-1/2) will be paid for court time for all off duty Sergeants.
- D. Overtime will only commence upon reporting for duty and end upon completion of said duty. Travel time reporting for duty, and travel time after completion of duty will not be considered compensable unless traveling in a department vehicle. All time spent using a department

vehicle traveling to and from a destination point while on official police business or at the direction of the Chief of Police, shall be compensable time and the employee shall be considered on duty. The Village will make a vehicle available for all Village related business unless circumstances exist that preclude the Village from being able to make a vehicle available. If a vehicle is not available, then the employee will take his own car and collect mileage from the Village. In this case the employee will not be considered on duty until the employee reaches the point of destination and will be considered off duty as soon as he leaves the point of destination provided that he is through working for the day. If there is more than one point of destination which the employee will be required to attend on Village business, then all travel time between point of destination will be considered as on duty time. The Village may, if the situation warrants it, direct the employee to use his vehicle to attend a school or training seminar if it is more reasonable to travel from the employee's home to the point of destination and the distance to the point of destination is less than the mileage to the police station. Wages received while in training will be limited to eight (8) hours of straight time per day.

- E. Any Sergeant who is ordered to be on a standby status by the Chief of Police or by the court shall receive compensatory time off for that time on a straight time rate basis. Each member shall notify the Department Shift Commander at the start and conclusion of the "standby" period. Any Sergeant who fails to give notification as above set forth and give the shift commander such information as he/she may require, shall forfeit "standby overtime". Sergeants who are in court and are told to be on standby will not have the option of remaining at court at the overtime rate.
- F. Sergeants and Lieutenants will be compensated for briefing time by comp time on a straight time basis at the rate of two (2) hours per month or twenty-four (24) hours per year. The time earned in a calendar month can be used upon completion of the month in which it was earned, subject to the approval of the Chief of Police or his/her designee.

#### RANK SENIORITY

Rank Seniority shall mean the length of service as a Sergeant or as a Lieutenant. Shift assignment will normally be based on rank seniority, but the Chief of Police may, in the Chief's sole discretion, change or alter the shift assignment so that the highest level of protection of life and property may be maintained.

#### VACATIONS

- A. Paid vacations shall be granted to employees as follows:

- 10 days of vacation after 1 year of continuous service
- 15 days of vacation after 7 years of continuous service
- 20 days of vacation after 15 years of continuous service
- 21 days of vacation after 18 years of continuous service
- 22 days of vacation after 19 years of continuous service
- 23 days of vacation after 20 years of continuous service
- 24 days of vacation after 21 years of continuous service
- 25 days of vacation after 22 years of continuous service

- B. Vacation allowances shall not be accumulated from year to year.

- C. Unused vacation pay of deceased employees shall be payable to the surviving spouse, member of his family, or estate.
- D. Any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds sixty (60) days, shall not be considered in determining continuous service.
- E. Vacation selection shall be in accordance with the procedure set forth in Appendix "A" which is attached to this document and made a part thereof.
- F. Only one supervisor per shift shall take vacation at one time.

### HOLIDAYS

Employees shall receive eleven (11) holidays under the following provisions:

- A. At the discretion of the Chief, the holidays may be given in the form of time off on a time and one-half (1-1/2) basis, or the holidays may be paid as provided in paragraph B below. Whenever possible the Chief shall give consideration to the request of the employees of the department with regard to such holidays. Holidays in the form of time off will not be assigned unless requested by the employee.
- B. Payment for holidays not taken or previously requested and approved shall be made on the last pay period in October on a separate paycheck and shall be for eight and one-quarter (8-1/4) hours at time and one-half (1-1/2) the employee's hourly rate in effect on the last pay period in October. Calculations for holidays will be made on an October 1 cut-off date in each calendar year to be paid on a separate check.
- C. An employee shall be eligible for one (1) of such eleven (11) holidays for each 1.2 months he/she is on the payroll during the calendar year.

### RETIREMENT

- A. The retirement of employees will be governed by the applicable Wisconsin State Statutes, Village Ordinances and General Rules of the Shorewood Police Department subject to Federal Law.
- B. Employees who contemplate retirement shall give the Chief of Police or his/her designee sixty (60) days written notice of the employee's effective retirement date. Compliance with this section shall make employees eligible for a cash payout of briefing time earned but not used at the time of retirement. Failure to comply with this section shall cause said employees to lose their compensable briefing time earned if not used before retirement.
- C. The Village's contribution of an employee's share of pension under the Wisconsin Retirement System for those employees covered shall be up to seven percent (7%) of salary.

### RESIDENCY

Employees shall not be restricted to any geographical boundaries.

## HEALTH INSURANCE

- A. The Village shall offer to all regular full-time employees of the Police Department one or more medical, major medical, and hospital insurance plans, one of which said employee may select for health insurance coverage. Retired Village Police Department employees who worked on a regular full-time basis in said department prior to retirement shall be included in the Village's group health insurance program but subject to the provisions of paragraph (C) hereof.
- B. The Village shall pay the cost of health insurance premiums for each regular full-time employee of the Police Department included under the terms of this contract and covered under one of the Village's group health insurance plans except as follows. Effective January 1, 2004, employees shall contribute twenty-five dollars (\$25.00) per month for the single plan and seventy-two dollars (\$72.00) per month for the family plan. Effective January 1, 2005, employees shall contribute thirty-five dollars (\$35.00) per month for the single plan and ninety dollars (\$90.00) per month for the family plan.
- C. If an eligible employee retires from the Village Police Department under the provisions of Chapter 40, Wisconsin Statutes and wishes to remain under the Village group health insurance program and has served the Village as a employee for twenty (20) years or more, has no other health insurance coverage, and is not eligible for Medicare, and agrees to:
1. Select a plan offered by the, and
  2. Apply all unused accumulated sick leave credit toward the cost of health insurance premiums,

the employee may remain as a participant in the Village's group health insurance program, and the Village shall pay fifty percent (50%) of the employee's cost of health insurance premiums under the family plan and one hundred percent (100%) of the employee's cost of health insurance premiums under the single plan, provided that the village's obligation hereunder does not exceed the amount the Village would have paid if the retired employee was under the family plan, provided further however, that the Village's obligation hereunder shall be based upon and limited to, the cost of premiums of the health insurance plan selected by the employee as established on the date the employee retires from the Village Police Department.

An employee, who retires under the family plan and subsequently has a change in marital status so that the retiree only requires a single plan, shall notify the Village as soon as possible. The retiree shall have his full premium paid under the single plan provided that it does not exceed the amount the Village was paying for the retiree while said retiree was under the family plan. Any increases over the amount allocated by the Village shall be paid by the retiree.

Eligible employees are defined as those employees on the Village payroll as of January 1, 1981, and all employees subsequently hired after that date.

- D. Any employee who retires from the Village service and is not eligible for the benefit prescribed in paragraph "C" may continue to be a member and insured under the Village's

group health insurance program if said retiree pays his own health insurance premiums; provided, however, that if said retiree is eligible for Medicare, or obtains other employment in which health insurance is offered by the employer, he shall no longer be eligible to be a member of and insured under said Village group health insurance program.

- E. In the event an employee has a spouse that is also a Village employee, that employee and spouse shall be entitled to either one family contract or two single contracts between them from the Village, provided however, that if any employee hired prior to January 1, 1991, has a spouse that is also a Village employee, that employee and spouse shall be entitled to one family contract, or one family and one single contract, or two single contracts between them from the Village.

#### DENTAL INSURANCE

Dental insurance will be provided to employees with a sixty dollar (\$60.00) per month cap to be paid by the Village. Any premium amount that exceeds the sixty dollar (\$60.00) per month cap shall be paid by the employee by payroll deduction.

#### LIFE INSURANCE

The Village shall furnish life insurance under the group plan established by the State of Wisconsin for municipal employees providing life insurance in an amount determined by a state formula based upon the annual earnings of each employee. The Village shall contribute the full amount of the annual premium for each employee. Full details of the policy shall be furnished to the employee upon request. The life insurance protection provided herein shall become effective for new employees at the conclusion of their probationary period and upon the employee making application therefore.

#### FALSE ARREST INSURANCE

The Village shall provide false arrest insurance which shall cover each employee of the Department.

#### SICK AND INJURY LEAVE

Sick and non-occupational injury leave shall be accumulated at a rate of one (1) day per month, with a total accumulation limited to one hundred-eighty (180) days.

- A. Upon retirement, under the provisions of Chapter 40 of the Wisconsin Statutes related to public employee retirement, or upon the death of any employee, each employee shall be paid for one-half (½) of the employee's unused accumulated sick leave at the normal rate of pay, with benefits payable to the employee's spouse, or estate in the case of the death of said employee.
- B. The termination pay benefit may be received in cash at the time of retirement, or in lieu of a cash payment, an employee may choose to continue the employee's membership under the Village employee group health insurance program and may direct that retirement benefit to be paid to the employee based on unused accumulated sick leave, be placed in a Village trust



fund for the employee's benefit for the purpose of paying health insurance premiums as they become due and for so long as the amount of said employee's benefit is not exhausted.

- C. In case a National Health Insurance Program is instituted and a Village group health insurance program is no longer needed and is discontinued, any unused amount of retirement benefit of any employee may be used to purchase life insurance for said employee or may be held in trust for said employee's next of kin upon the employee's death, to be determined by said employee. In case of the death of said employee, any amount of said retirement benefit which has not been used will be paid to the next of kin of said employee.
- D. An employee who works for four (4) months without taking a leave of absence, using sick leave or being tardy or suspended shall be awarded one (1) floating holiday to be used in the subsequent four (4) month period. Four (4) month periods are January 1 through April 30, May 1 through August 31, and September 1 through December 31.
- E. An employee who has called in sick is required to notify another supervisor daily as to whether he/she is returning to work. This notification is not required for major illnesses when it is known when an employee is expected to return to duty.

#### WORKER'S COMPENSATION

- A. An employee who sustains an injury while performing duties within the scope of his/her employment with the Village shall receive eighty percent (80%) of his/her regular straight time wages during such absence from work for a maximum period of one (1) year for any (1) occurrence. Provided, further, that in no event shall the Village be obligated to pay any more, nor shall the employee receive any less (including worker's Compensation benefits) than the employee would normally receive as regular straight time wages had the employee not been injured while on duty with the Village. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided herein are taxable as wages, then beginning with the effective date of such determination, the Village shall pay one hundred percent (100%) of the employee's regular straight time wages in accordance with the conditions set forth above; provided that the Village shall be obligated to pay the injured employee no more than the difference between the employee's full wages and the employee's Worker's Compensation benefits paid during said one-year period. Any check received by such employee as Worker's Compensation benefits during such period shall be endorsed by the employee and turned over to the Village.
- B. In order for an employee to qualify for benefits under Subsection "A" hereof, the employee's doctor must advise the Village in writing that the injury sustained by the employee prevents the employee from performing the employee's duties as a Village employee. The Village shall have a right to refer the employee for a second medical opinion at the Village's expense. If the second medical opinion is contrary to that given by the employee's doctor a third medical opinion shall be obtained at the Village's expense from a medical source mutually agreeable to the employee and the Village. Whether or not the employee can perform his/her normal duties shall be determined by the third medical opinion.

## LIGHT DUTY ASSIGNMENT

Those employees who suffer a compensable injury or suffer an illness but who are able to perform light duties shall be required to do so rather than take injury or sick leave. Whether or not an employee is able to perform light duties shall be determined by the employee's doctor, the Village's doctor, or both, or a doctor mutually agreed upon by the Village and the employee. Light duties shall consist of working a normal rotating schedule or a schedule that shall be determined by the Chief or his/her designee in order to meet the needs of the Department.

An employee performing light duty on a normal rotating schedule or a schedule assigned by the Chief for eight (8) hours per day or forty (40) hours per week, shall not lose accumulated injury or sick leave during the calendar week when such duties are performed. If an employee works less than eight (8) hours per day, or forty (40) hours per week, that employee will lose injury or sick leave upon a pro rata basis determined on the total number of hours he or she normally would work. The Village shall make the determination of whether an employee shall perform light duties subject only to the approval of the medical authority as described above.

The duties to be performed as light duties shall be made available in advance to the medical authority making the determination of whether or not an employee can perform such duties. The Chief of Police shall review, every thirty (30) days, the duties performed by an employee when light duties are involved; medical advice shall be sought during such review.

It is understood and agreed under such arrangement that the Village shall have the final determination of how long and when light duties shall be continued or terminated.

Light duties shall include but shall not be limited to dispatching and clerical duties. An employee on light duty shall not engage in outside employment until that employee returns to his or her normal shift.

## MATERNITY LEAVE

Female employees who become pregnant shall immediately notify the Chief of Police. A statement from the employee's doctor indicating the approximate delivery date is required when pregnancy becomes known. At that time, said employee shall be placed on light duty until said employee goes on maternity leave, provided that said employee's physician advises the Village in writing that the employee cannot perform her regular duties, all subject to the provisions of the "Light Duty Assignment".

A maternity leave shall be considered an absence without pay, except that the employees who are on maternity leave may use any accumulated sick leave, vacation days, compensatory time off or holidays which are a part of and included within their maternity leave and shall designate to the employer which days the employee wants to use.

There will be no loss of seniority or benefits during maternity leave; however, the leave shall not exceed six weeks following the termination of pregnancy unless a medical certificate indicating an extension is warranted, is received by the Village, all subject to the provisions and limitations of the Wisconsin Family and Medical Leave Act.

Village rules and regulations related to paid or unpaid leave shall not be considered additional benefits over and above those provided under the Wisconsin Family and Medical Leave Act, but rather, benefits included within the provisions of said act.

## FUNERAL LEAVE AND SERIOUS ILLNESS LEAVE

- A. A funeral leave of not to exceed three (3) working days with pay, not deducted from sick leave, shall be granted to employees in the event of the death of a member of the employee's immediate family. "Immediate family" is defined as the employee's spouse, father, mother, sister, brother, or children and similar relations by adoption or in-laws; and other relatives at the discretion of the Chief. One additional day off which may be required due to extenuating circumstances surrounding the funeral may be granted at the sole discretion of the Chief of Police or his/her designee.
- B. An employee shall be granted up to three (3) days per year of his accumulated sick leave for serious illness in his household. "Serious illness" is defined as an illness in the employee's household which incapacitates the household member and which requires the physical presence of the employee to care for such household member.
- C. In case of a police emergency which requires the presence of the requesting employee and for which no other employee is available, either such leave may be denied.

## MILITARY LEAVE

- A. Military leave and re-employment rights shall be governed by the provisions of the Wisconsin Statutes, especially Section 45.50.
- B. Permanent full-time employees may be granted a leave of absence up to fifteen (15) days with pay annually to take training as members of the reserve corps of the United States Armed Forces, including the National Guard, upon submission of evidence of receipt of official orders, recommendation of department head and approval of the Village Manager; provided that employees who accept their pay from the Village during said training period shall immediately assign to the Village all payment received for such military duty or service rendered, exclusive of travel pay.

## CLOTHING ALLOWANCE

- A. Employees shall be entitled to a clothing allowance to be accumulated in a drawing account for the purpose of purchasing all leather goods pertinent to the uniform, uniforms, equipment, and for the purpose of cleaning uniforms. For all uniformed employees, the clothing allowance shall be five hundred fifty dollars (\$550.00). The Chief of Police shall have complete discretion in the approval or disapproval of items eligible for purchase. Payments from such allowance are to be made to the vendor or to the employee, if he/she has paid the bill, upon presentation of an itemized voucher verified and approved by the Police Chief and allowed by the Village Board. Any unused accumulation in any drawing account shall at all times remain the property of the Village and a part of the general fund; under no circumstances shall it be considered as salary. Any unused accumulation in any drawing account at the end of each calendar year may be carried over into the following year.
- B. The Village agrees to reimburse any employee who damages his/her clothing or personal items while acting in their official capacity as a law enforcement officer, provided however, personal items that are replaced shall not be replaced for a cost exceeding one hundred dollars (\$100.00) per incident, subject to the approval of the Chief of Police. Payment for these replaced items shall not be deducted from the officer's personal clothing allowance account.

- C. The Village will provide armor vests to employees who request them. Employees who have a vest provided by the Village shall be required to wear the vest at all times, unless the employee is in training, in court, teaching a class, or any other event which is mutually agreed to by the Police Chief or his/her designee and the employee that a vest is not required to be worn.

#### EDUCATIONAL INCENTIVE PROGRAM

- A. Employees will be reimbursed for tuition and books paid for successful completion (i.e. "C" or better) of undergraduate college level courses which are job-related and approved by the Chief, such as courses required for obtaining an associate degree in Police Science, or a bachelor's degree in Law Enforcement of Criminal Justice. Such reimbursement shall be limited to a maximum of one hundred fifty (\$150.00) dollars per credit, per course.
- B. Prior to enrolling in any course covered herein, the employee shall submit to the Chief of Police a description of the course in addition to tuition costs to be reimbursed.

#### USE OF PERSONAL VEHICLE FOR VILLAGE BUSINESS

If an employee uses his/her own vehicle conducting Village business, the employee shall be paid mileage in the same amount per mile as is paid all other Village employees for such use, in addition to the cost of parking; provided, however, that in no event shall an employee be paid for using his motor vehicle when traveling from the employee's residence to the Village, or from the Village to the employee's residence.

#### JURY DUTY

Any employee who is duly summoned for jury duty shall be paid eight (8) hours' pay at the straight time hourly rate for such regular working days as he/she is actually on jury duty, but he/she shall turn over to the Village all compensation he/she received as a juror immediately upon receiving the said compensation. The term "compensation" includes the jury fees, but excludes the mileage paid to the employee.

#### DRUG TESTING POLICY AND PROCEDURE

Employees shall be subject to the Drug Testing Policy and Procedure attached hereto as Appendix B.

#### ADDITIONAL EMPLOYMENT

- A. Members of the Shorewood Police Department may engage in outside employment or work when they are not scheduled for work with the Shorewood Police Department or are not so engaged in duty. Such outside employment or work shall be limited to off-duty hours and shall be considered supplementary and secondary to their duties as members of the Shorewood Police Department.
- B. The primary responsibility and obligation of each member of the Shorewood Police Department is to the Village of Shorewood as an employee; that such employment shall take precedence at all times over any other employment members of said Department may engage in; that such supplementary or secondary employment shall not interfere or conflict with their duties as members of the Shorewood Police Department or be of such a nature as to embarrass the Village of Shorewood.
- C. Members of the Police Department who engage in such outside employment will not conduct any business related to such outside employment on Village premises or during hours in which such employees are working for the Shorewood Police Department. It is further agreed and

understood by the parties herein that such members so engaged in outside employment shall not advertise said outside employment either directly or indirectly on Village premises or during duty hours with the Police Department.

- D. Prior to accepting or undertaking any employment, an employee shall furnish to the Chief of the Police Department a statement setting forth the name of his employer or indicate if self-employed, verifying the statement of the employee and agreeing to all of the terms and conditions of such part-time employment and provisions in this agreement.
- E. In addition to the information required under section "D" above, said member shall, prior to undertaking any part-time employment, waive, in writing, any and all claims for sick leave compensation or any other benefits arising by reason of the fact that such disability occurred while he was engaged in part-time employment.
- F. No member shall engage in any part-time employment, which employment requires the securing of a taxi-cab owner or operator's license, or a liquor, beer or bartender license, or which employment requires the securing of an license from the Village of Shorewood.
- G. In the event the Chief is of the belief that any part-time employment is decreasing the efficiency of the member, or interfering with his availability for duty, he may order the member to terminate his part-time employment. The member upon receipt of such order shall terminate his employment immediately. He may, however, appeal from the determination of the Police Chief to the Board of Police Commissioners. The appeal shall be made in accordance with such rules and regulations as the Board shall establish. The decision of the Board of Police Commissioners shall be subject to judicial review ordinarily available with respect to decisions of the Board of Police Commissioners.

**APPENDIX A**  
**VACATION SELECTION**

In order to ensure flexibility and equity in the matter of vacation selections by Departmental personnel, the following procedures will be followed:

1. Available vacation time for purposes of selection will be the first Saturday in January to the first Friday in January of the following year.
2. Vacations must be selected on a Saturday through Friday basis in blocks of at least one week at a time; provided, however, it is understood that a week of vacation is equal to five vacation days.
3. Prime vacation time shall be considered the last Saturday in May through the first Friday in September inclusive. Only one selection of a week or a block of consecutive weeks may be made during this time. Additional weeks or non-consecutive weeks must be selected outside of the prime vacation time range.
4. Departmental vacation selections will be implemented by the use of a vacation sign-up sheet passed among all employees with appropriate weekly blanks for the initial and last name of the selecting employee.
5. Vacation selections by individuals will be made as follows:
  - A. Each Patrol Division shift will have its own vacation selection list from which choices are selected, compiled into a Master List.
  - B. The order of selection will be by rank seniority.
  - C. Only one Sergeant or Lieutenant from the same shift may be on vacation at the same time. The Lieutenants will have first vacation selection in each year.
  - D. No Sergeant or Lieutenant can schedule vacation during the last two (2) weeks of the year (holiday season). It will be up to both Sergeants and Lieutenants to work out who will cover their respective shifts.
  - E. Every employee may keep the vacation sign-up list for a maximum of four (4) "working days". The list must be returned to the Chief's designee who will pass it on to the next senior employee. Failure to return the list to the Chief's designee after four (4) "working days" will result in the offending employee losing his/her turn and must wait until everyone else on their shift makes their selection first before making theirs.
6. After vacations are selected, modifications or changes will be allowed in accordance with the above policy-procedure with the approval of the Chief of Police and/or his/her designee.

## APPENDIX B

### DRUG TESTING POLICY AND PROCEDURE

#### I. Purpose

The purpose of this policy is to provide all sworn employees of the Police Department with notice of the provisions of the Department Drug Testing Program.

#### II. Discussion

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

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 those who are sworn to protect them 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.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement professional 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 department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

#### III. Definitions

- F. "Sworn Employee" means those full time employees who have been formally vested with full law enforcement powers and authority.
- G. "Supervisor" means those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element.
- H. "Drug test" means the compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- I. "Reasonable suspicion" means that quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts, and any rationally derived inferences 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.
- J. "Drugs of Abuse/Controlled Substance" means cocaine, heroin, amphetamines, barbiturates, or any other major drug of abuse or illegal drug (excluding alcohol).
- K. "Officer" means all full-time sworn officers of the Shorewood Police Department.

#### IV. Procedures

##### A. Prohibited Activity

The following rules shall apply to all applicants, probationary, and sworn 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.
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 officer's health and safety.
4. Any employee having a probable basis 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.
5. Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

##### B. Applicant Drug Testing

1. Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
  - 1) Refusal to submit to a required drug test; or
  - 2) A confirmed positive drug test indicating drug use prohibited by this policy.

##### C. 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 Police or his/her designee.

##### D. Employee Drug Testing

Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:



1. A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of facts supporting the order shall be made available to the employee prior to the actual test.
2. A drug test will be administered as part of all promotional procedures.
3. Sworn officers, as a condition of their employment, shall submit to random drug testing no more than one time in a calendar year.
4. Any sworn officer of this department who is directly involved in a serious incident defined by the following cases:
  - 1) Discharge of a firearm at a human being or a vehicle in which human beings are contained;
  - 2) Auto accident involving an officer's vehicle in which a personal injury occurs and which requires a report as defined by Wisconsin State Statute 346.70;

may be required by the supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A directly involved officer is the officer who actually discharges the weapon in case #a, and is the driver of the police vehicle in case #b. If the involved officer is injured and unable to produce a urine sample, the employee agrees to a blood test and agrees to allow the results of the test to be released to the employer.

5. Any officer, who in the carrying on of his/her duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be administered and no disciplinary action will be taken if the tests are positive under the following conditions:
  - 1) The officer was in physical danger if he did not ingest the drug or narcotic substance.
  - 2) Nothing in this policy shall be construed as granting permission for officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstances except as cited in #5a.
6. On a yearly basis, random drug testing may be conducted on up to five sworn employees of the Police Department, including the employees covered by this ordinance.
  - 1) The random selection pool may include all officers.
  - 2) The random selection of the names will be observed by the Chief of

Police or his/her designee.

7. Any employee required to comply with this procedure on off-duty time shall be entitled to overtime pursuant to department policy.

E. 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 all personnel administering drug tests.
2. Personnel authorized to administer drug tests shall require positive identification from each officer to be tested before they enter the testing area. This shall consist of a picture ID or driver's license.
3. A pre-test interview shall be conducted by testing personnel with each officer in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
4. The bathroom facility of the testing area shall be private and secure.
5. Where the officer 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 officer shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area. Reasonable amounts of water may be given to the officer to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test unless the officer agrees to a blood test and agrees to allow the results of the test to be released to the employer.
6. The officer shall have the right to request that his/her urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the officer or his/her attorney should the original sample result in a legal dispute or the chain of custody be broken. The officer may request a second test of the master sample be performed at a NIDA certified laboratory of his/her choice and the parties mutually agree to maintain the chain of custody.
7. Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the officer 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.
8. Whenever there is a reason to believe that the officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained

immediately under direct observation of the testing personnel.

F. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
  - 1) Initial screening test
  - 2) Confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
2. 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.
3. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
4. Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug screening test:

Amphetamines	500 ng/l
Barbiturates	500 ng/l
Cocaine	300 ng/l
Opiates	300 ng/l
THC	100 ng/l
PCP	25 ng/l
Benzodiazepines	200 ng/l
Methadone	25 ng/l

Concentration 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.

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

\* Delta-9 tetrahydrocannabinol-9-carboxylic acid

\*\* Benzoylcegonine

\*\*\* 25 ng/ml if immunoassay-specific for free morphine

5. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
6. Officers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the officer requests such, a copy of the letter will be placed in the officer's personnel file.
7. Any officer who breaches the confidentiality of testing information shall be subject to discipline.

#### G. 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.

#### H. Drug Test Results

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
2. Drug test results and records shall be maintained by the Chief of Police for an indefinite period of time in a secured file.

#### V. Actions Taken/Positive Results

- A. If an officer tests positive, and the tests identify cocaine, heroin, amphetamines, barbiturates, not prescribed by a physician, or any other major drug of abuse or illegal drug, the officer's employment may be terminated.

B. An officer who tests positive for marijuana shall be subject to discipline and referred to the Employee Assistance Program.

1. The officer shall be subject to mandatory random testing for a period of two years.
2. The Employee Assistance Program or other recognized facility at the officer's own expense shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.
3. A second positive test for marijuana may be grounds for termination.

VI. Refusal To Submit

Officers who refuse to submit to a required drug test under this policy may be terminated from employment as an officer of the Shorewood Police Department.

**Schedule 1**

	<b>2003</b>	<b>1/1/04 - 1.5%</b>	<b>7/1/04 - 1.5%</b>	<b>1/1/05 -1.5%</b>	<b>7/1/05 - 1.5%</b>
<b>PATROL SERGEANT</b>					
Start	4731.75	4802.73	4874.77	4947.89	5022.11
After 1 year	4814.01	4886.22	4959.51	5033.91	5109.41
After 2 years	4896.26	4969.70	5044.25	5119.91	5196.71
 <b>LIEUTENANT OF POLICE</b>					
	5490.36	5572.72	5656.31	5741.15	5827.27