AGREEMENT

Between

THE CITY OF CEDARBURG

and

THE CEDARBURG PROFESSIONAL DISPATCHER’S ASSOCIATION LOCAL 512

January 1, 2004 to December 31, 2006
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AGREEMENT

This Agreement is made pursuant to Section 111.70 of the State of Wisconsin Statutes, between the City of Cedarburg, Wisconsin, hereinafter referred to as the "Employer", and the Cedarburg Professional Dispatcher’s Association, Local 512, of the Labor Association of Wisconsin, Inc., hereinafter called “Association.”

ARTICLE I
RECOGNITION AND REPRESENTATION

1.01 - The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all regular full-time employees of the Cedarburg Police Department employed in the classifications of Chief Dispatcher and Dispatcher, for the purposes of bargaining collectively on all matters pertaining to wages, hours, and working conditions. Specifically excluded from this unit are all managerial, supervisory, confidential employees, employees with the power of arrest, and all part-time employees.

1.02 – The Association shall be represented in all such bargaining or negotiations with the Employer by such persons or committees as the Association may deem advisable.

ARTICLE II
MANAGEMENT RIGHTS

2.01 - Management Rights. The Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Employer has not specifically abridged, delegated, or modified by other provisions of this Agreement are retained exclusively by the Employer. Such powers and authority, in general, include, but are not limited to the following:

A. To determine its general business practices and polices and to utilize personnel, methods, and means in the most appropriate, efficient, and flexible manner possible.

B. To manage and direct the employees of the Employer to make assignment of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee and to determine the competence and qualifications of the employees.

C. To utilize temporary, provisional, part-time, or seasonal employees when deemed necessary. All full-time employees on a temporary lay-off must be utilized first.

D. To hire, promote, transfer and lay-off employees and to make promotions to supervisory positions.

E. To suspend, demote or discharge employees for cause.
F. To establish or alter the number of shifts, hours of work, work schedules, and methods.

G. To schedule overtime work when required.

H. To create new positions or departments and to introduce new or improved operations or work practices and to permanently or temporarily terminate, consolidate, transfer, or modify existing positions, departments, operations or work practices.

I. To make rules and regulations for the conduct of its business and of its employees.

ARTICLE III
FAIR SHARE AGREEMENT

3.01 – Membership. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership for any reason. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the Commission finds that the Association has denied an employee membership because of discrimination or any other reason determined valid by the Commission.

3.02 – The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of collective bargaining and contract administration.

3.03 – The Association agrees that it will only certify those amounts which it may reasonably collect as the cost of collective bargaining and contract administration. The Association agrees that it will comply with all court decisions and relevant administrative agency decisions regarding the amounts they will certify.

3.04 – Deductions. The Employer agrees that on the first paycheck of every month it will 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 fair share fee uniformly required of all employees. Changes in the amount of the fair share fee to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association. New employees shall be required to pay fair share on the first paycheck in the month following thirty (30) calendar days of employment. Upon the expiration of this Agreement, and until a successor agreement is bargained between the parties, the Employer agrees to continue all fair share deductions and remit same to the Association.

3.05 – Hold Harmless. The Employer shall not be held liable to the Association, employees or any party by reason of the requirements of the Article for remittance or payment of any sum other than that constituting actual fair share deductions from employee’s wages earned. The collective bargaining representative shall indemnify and save the Employer harmless against
any claims or lawsuits against the Employer that arise out of the Employer’s compliance with this fair share agreement.

3.06 – Disputes. The Association shall provide employees who are not members of the Association with an impartial mechanism within the Association which is consistent with the requirements of the state and federal laws and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, any monies to which they are entitled. To the extent required by state and federal law, the Association will place in an interest bearing escrow account any disputed fair share amounts.

ARTICLE IV
GRIEVANCE PROCEDURE

4.01 Any individual member of the bargaining unit, or the Association, having a grievance concerning any provision of this Agreement shall process the grievance in the following manner:

A. First Step: The grievant and/or the Association representative shall serve their immediate supervisor outside the bargaining unit within ten (10) working days of the date of the incident leading to the grievance, or within ten (10) working days of the grievant’s knowledge of the incident, with a written copy of the grievance. The immediate supervisor outside the bargaining unit shall respond in writing within ten (10) working days thereafter to the grievant and the Association representative.

B. Second Step: If the grievance is not settled at the First Step, the grievant and/or Association representative shall submit the written grievance to the Chief of Police or his designee within ten (10) working days of the receipt of the immediate supervisor’s response. The Chief of Police shall respond in writing within ten (10) working days thereafter to the grievant and the Association representative.

C. Third Step: If the grievance is not settled at the Second Step, the grievant and/or Association representative shall submit the written grievance to the Personnel Committee of the Common Council within ten (10) working days of receipt of the Chief’s response. An informal meeting shall be scheduled with all parties involved within thirty (30) calendar days of receipt of the written grievance by the Personnel Committee. A written reply to the grievance shall be submitted to all parties involved by the Personnel Committee within ten (10) working days after the meeting.

D. Arbitration: If the grievance is not settle at the Third Step, either party may submit the written grievance to final and binding arbitration by serving the other party with written notice of its intent within ten (10) working days of receipt of the Personnel Committee’s reply. Unless the parties can agree upon the selection of the arbitrator, within five (5) working days of the notice to arbitrate, either party may request in writing, that the Wisconsin Employment Relations Commission appoint a member of its staff as sole arbitrator in the matter.

4.02 – Decision of the Arbitrator. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall neither add to, detract from, or modify the language of this Agreement.
4.03 - Expenses. All expenses of the arbitrator, if any, shall be borne equally by the parties. If a transcript is requested of the hearing, the party requesting the transcript shall pay all expenses, and provide the arbitrator with a copy, unless both parties want a copy in which case the cost shall be split.

4.04 – Contents of the Grievances. The written grievance shall contain the name of the grievant, contract provisions that alleged to have been violated, the issue or issues involved, any related facts, and the remedy requested by the grievant. It shall also contain the date of the alleged incident leading to the grievance, and the date the grievance is filed.

4.05 - Time Limits. All time limits for appeal at each step of the grievance procedure shall be observed by the grievant and/or the Association representative, and if the grievance is not filed or appealed in the specified time limits, the grievance shall be considered dropped, and shall have no precedential effect on either party. If the Employer’s representatives fail to respond within the specific time limits set forth in this Article, the grievance shall be considered denied, and the grievant and/or Association representative may appeal the grievance to the next step. This section, however, shall not preclude the parties from extending the time limits by mutual written agreement of both.

4.06 - Employee Attendance at Meetings and Hearings. Employees who are required to attend any of the meetings and/or hearings which may be required pursuant to this Article shall be excused from work without loss of pay to attend such meetings and/or hearings, if such are scheduled during their regular working hours, provided, however, that only one Association representative shall be so excused for any one meeting and/or hearing.

4.07 - Attorney's Fees. Any and all attorney/representative fees which may result from proceedings had under this Article shall be borne exclusively by the party incurring such expense.

ARTICLE V
HOURS PER WEEK

5.01 – Work Day Defined. The normal work day for all employees shall be eight (8) consecutive hours per day.

5.02 – Work Week Defined. The normal work week for all employees shall be forty (40) hours per week.

5.03 – Work Cycle Defined. The normal work cycle for all employees shall consist of five (5) consecutive work days; followed by two (2) consecutive days off; followed by four (4) consecutive work days; followed by two (2) consecutive days off; and then repeating the cycle.

5.04 – Shift Assignments. The assignment of shifts shall be made by the Chief of Police, or his designee, to employees on the basis of seniority according to the time in grade for each job classification, except that in the event an employee takes or suffers a demotion in grade for any reason, his seniority in a higher grade shall count as time in grade in the lesser grade. All employees reserve the right to file a grievance if seniority is not followed.
5.05 – Work Schedules. All work schedules shall be posted no later than fifteen (15) calendar days prior to their effective date.

5.06 – Change of Work Schedule. Any employee wishing to change in his/her schedule may do so by selection of an off-duty employee to fill-in for him/her. The schedule change will be submitted in writing to the Police Chief, or his designee, stating the employee’s name, time and date of the change, and time and date the day will be repaid. All changes in the work schedule are subject to the approval of the Police Chief, or his designee, however, no reasonable request shall be denied.

5.07 – Overtime and Compensatory Time Off. All hours worked in excess of eight (8) hours on the regular work day, and all hours worked on an off-day, including court time and training, shall be compensated at the rate of time and one-half (1 ½) the employee’s regular rate of pay, or compensatory time off at the rate of one and one-half (1 ½) hours of compensatory time for each one (1) hour of overtime worked. The maximum accumulation of compensatory time off shall be forty (40) hours, except that the Chief of Police, or his designee, may exercise discretion to allow an accumulation in excess of forty (40) hours, if such discretion is not discriminatory on any other employee. All requests for compensatory time off shall be mutually agreed to between the employee and the Chief of Police, or his designee, and no reasonable request shall be denied, provided, however, in no instance may an employee be allowed to take a compensatory day off on a day which does not leave at least three (3) employees on the schedule.

5.08 – Call-In Time. Employees called in for duty outside of their regularly scheduled hours shall be credited with at least two (2) hours of overtime pay each time they are called in for duty, regardless of the actual time worked.

5.09 - Training. Training or schooling of a specialized nature that is requested or voluntarily attended by a dispatcher will not have overtime paid for affected off-day(s) and hours.

ARTICLE VI
VACATIONS

6.01 - Vacations. All employees shall receive the following annual leave vacations:

A. Ten (10) working days with full pay after one (1) full year of continuous service.

B. Fifteen (15) working days with full pay after five (5) full years of continuous service.

C. Twenty (20) working days with full pay after twelve (12) full years of continuous service.

D. Twenty-five (25) working days with full pay after twenty (20) full years of continuous service.

6.02 - Scheduling. Vacation schedules, including the number of persons able to be on vacation in any one week, are to be worked out and approved by the Police Chief or his designee. Vacation lists shall be made available during the first week in January of each year. Employees
shall make their vacation picks from the list by February 15 of each year. In all cases of conflict, seniority shall control. Vacation schedules are to be worked out so that each employee, if he so desires, shall be able to have one (1) week of continuous five (5) work days of vacation during the summer school vacation. Employees shall have the right at all times to take vacation days as long as there are at least three (3) employees left on the work schedule for any particular day at the time preference by February 15 of each year shall lose seniority rights as first-come-first-served basis.

6.03 - No Accumulation. Annual vacation allowances must be taken during the year beginning with the employee's anniversary date and shall not be accumulated from year-to-year, provided, however, that exceptions to this provision may be granted on an equal basis by the Chief of Police or his designee for unusual circumstances.

6.04 - Continuous Service. Continuous service shall not include any layoff or unpaid leave of absence.

6.05 – Vacation Shift Vacancy. Before the Chief of Police or his designee fills a shift by canceling a previously scheduled vacation, the following procedure will be used, except in an emergency. An emergency shall be defined as an unforeseen combination of circumstances that call for immediate action without time for full deliberation. A shortage of manpower due to calling in sick or off days approved by the Chief of Police or his designee shall not constitute an emergency.

A. Volunteers will be asked to cover the whole shift.

B. Volunteers will be asked to split the shift; one to stay four (4) hours after his/her shift and another to stay four (4) hours before his/her shift.

C. The least senior person working before the shift will be ordered to work for four (4) more hours after his/her shift has ended and the least senior person working after the shift will be ordered in four (4) hours before his/her shift is scheduled to start.

6.06. Vacation and comp day requests will not be considered if there is less than twenty four (24) hours advance notice to an employee whose shift will be changed. Requests may be considered with less notice if no other dispatcher’s shifts are affected.

ARTICLE VII
SICK LEAVE

7.01 - Earning Rate/Maximum Accumulation. Employees shall earn sick leave at the rate of 1.25 days per month with pay, up to a maximum accumulation of one hundred twenty (120) sick days. This will accrue monthly except employees will be credited with fifteen (15) days of sick leave on January 1 in their year of retirement. Such accumulation shall continue while the employee is on sick leave. Employees shall receive sick leave computed on the basis of an eight (8) hour day, but not computing scheduled off days as sick leave.

7.02 - Proof of Illness. The employee shall not be required to furnish a medical certification unless the period of illness shall exceed three (3) consecutive working days, provided, however, that if the Employer has a justifiable reason to suspect that the employee is abusing sick leave, such
certification may be required for sick leaves of less duration. If the certificate is required for a
duration of illness of less than three (3) consecutive working days, the Employer shall pay the costs
of obtaining the certificate.

7.03 - Sickness or Death in the Family. (a) Sick leave shall cover all absences from duty
on account of bona fide illness of the employee, and the sickness or death of one of the immediate
family requiring attendance of the employee. Absence resulting from the compliance with a
quarantine regulations of the health authorities shall be considered as coming within the scope of
the provisions of this Section. "Immediate family" is defined as spouse, children, brother, sister,
parent, grandparents, mother and father-in-law, sister and brother-in-law, or other relative living in
the same household. The leave provided for in this Article shall apply only to the days that the
employee is regularly scheduled to work.

In the case of a leave for the purpose of attending to an immediate family member who is sick, as
described above, the leave shall be limited to three (3) days, except that it may be extended with the
express permission of the Chief of Police or his designee. The Chief of Police, or his designee, may
require a showing that such leave is necessary to perform the duties in the home as accustomed.
Such showing may include verification from the individual's attending physician that such
attendance is required, and the Employer shall pay all costs incurred in the obtaining of such
verification.

(b) In the case of leave for the purpose of the death of any one of the immediate family the leave
shall be limited to three (3) days, except that it may be extended with the express permission of the
Police Chief or designee at his discretion.

7.04 - Retirement. Upon the retirement or death of an employee, fifty (50) percent of the
unused sick leave will be paid to the employee or beneficiary.

7.05 - Unused Sick Leave. Any dispatcher who reaches the maximum allotment of one
hundred twenty (120) sick days by December 31, 2001 and every December 31 thereafter shall be
compensated thirty percent (30%) of any sick days accumulated over one hundred-twenty (120)
days. This compensation shall be paid on or about January 1 of the following year at the previous
year's rate.

ARTICLE VIII
WORKERS’ COMPENSATION

8.01 – Workers’ Compensation. Employees shall be covered by workers’ compensation for
duty-related injuries. Employer shall pay the employees eligible for workers’ compensation
payments the regular net take home pay. Payments from the City to the employee in this event will
equal an amount necessary to provide the employee with the same amount as his or her net salary
for the particular pay period, after taking into account the amount of workers’ compensation for the
particular pay period (this payment will be referred to as “supplemental temporary payment.”) Any
City employee receiving a check for a workers’ compensation claim regarding loss of salary shall
immediately provide the City Treasurer with true and correct copies of all relevant information
pertaining to the workers’ compensation check(s). The City Treasurer then will pay to the
employee an amount required to provide the employee with the same amount as his or her net salary
for the particular pay period, taking into account amounts previously received by the employee as
workers’ compensation for the same pay period. Employees shall be regarded as eligible for workers’ compensation payment from the first day of any disability, notwithstanding the provisions of Section 102.43 of the Wisconsin Statutes. The supplemental temporary payment made by the City shall not exceed eighteen (18) consecutive months. Injuries which are sustained on the job and reoccur after the employee has returned to work shall be entitled to another eighteen (18) consecutive month time frame. Employees eligible for workers’ compensation payment shall not have such time off deducted from sick leave, provided, however, employees who are still on workers’ compensation after the above referenced eighteen (18) month consecutive time frame may use sick leave at their option to supplement the workers’ compensation pay to provide a regular net paycheck.

ARTICLE IX
UNIFORM ALLOWANCE

9.01 - Uniform Allowance. The Employer shall provide a uniform allowance in an amount not to exceed $300 annually. The allowance shall be increased by $25 commencing in 2006. Under this allowance, items approved by the Chief of Police, or his designee, shall be purchased upon the request of the employee. Up to $50 per year of said allowance may be used to reimburse cleaning bills. The cost of any shoes used in the course of duty can be charged against uniform allowance. A newly hired employee will not be eligible to receive their uniform allowance during their probationary period.

ARTICLE X
LONGEVITY

10.01 - Longevity. “The City shall provide longevity pay at three dollars and twenty five cents ($3.25) per month for each calendar year for each month of continuous service in 2004, and shall increase the contribution to four dollars and twenty five cents ($4.25) per month for each month of continuous service in 2005 and increase the amount to five dollars and twenty five cents ($5.25) per month for each month of continuous service in 2006. Continuous service shall not include any layoff or unpaid leave of absence.”

ARTICLE XI
INSURANCE

11.01 - Life Insurance. All employees shall be covered by the State of Wisconsin Public Employers Group Life Insurance Program. Eligibility requirements and benefits shall be as provided by the Wisconsin Department of Employee Trust Funds.

11.02 - Health Insurance.

A. All full-time employees and their dependents shall be provided a group health insurance program according to the below schedule of benefits. The employer shall make a contribution towards the health insurance premium. The City shall have the exclusive right to change insurance carriers, health care associations and/or providers, and/or third-party administrators at its discretion so long as benefits remain substantially equivalent.
## SCHEDULE OF BENEFITS

<table>
<thead>
<tr>
<th>PPO</th>
<th>TRADITIONAL</th>
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<td><strong>Employee Premium Co-Payment:</strong></td>
<td>Same</td>
</tr>
<tr>
<td>Effective 1-1-04</td>
<td>$15/month for the single or family</td>
</tr>
<tr>
<td>Effective 1-1-05</td>
<td>$20/month for the single or family</td>
</tr>
<tr>
<td>Effective 1-1-06</td>
<td>$25/month for the single or family</td>
</tr>
<tr>
<td><strong>Deductible:</strong></td>
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<tr>
<td>$250 Single</td>
<td>$500 Family</td>
</tr>
<tr>
<td><strong>Co-Insurance:</strong></td>
<td></td>
</tr>
<tr>
<td>90% of $2,500 Single</td>
<td>80% of $2,500 single</td>
</tr>
<tr>
<td>90% of $5,000 Family</td>
<td>80% of $5,000 family</td>
</tr>
<tr>
<td><strong>Out-of-Pocket:</strong></td>
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<tr>
<td>$500 Single</td>
<td>$750 Single</td>
</tr>
<tr>
<td>$1,000 Family</td>
<td>$1,500 Family</td>
</tr>
<tr>
<td><strong>Prescriptions:</strong></td>
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<tr>
<td>$10 Generic</td>
<td></td>
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<tr>
<td>$20 Preferred Brand</td>
<td></td>
</tr>
<tr>
<td>$30 Non-Preferred Brand</td>
<td></td>
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</tbody>
</table>

Employees will be able to purchase a 3-month supply of mail order prescription drugs for the price of two prescription co-payments.

**Emergency Room:** $25 (waived if patient is admitted)

Any full-time employee who elects not to participate in the group health insurance program shall be paid 35% of the applicable monthly premium per month in lieu of health benefit coverage which the employee may choose to have placed into a Section 125 account.

B. The City agrees to maintain group dental insurance coverage during the term of this Agreement with a calendar year maximum benefit of $1,500 per person. Employees shall pay twenty-eight percent (28%) per month toward the family dental insurance premium. The City shall have the exclusive right to change insurance carriers, dental care providers and/or third-party administrators at its discretion so long as benefits remain substantially equivalent with the existing plan.

### 11.03 - Retired Employees.

Such employees may continue to participate in the present health insurance plan, provided they request continuation in writing to the City Administrator and remit the appropriate premium to the City Treasurer one (1) month in advance, unless they are eligible for another group plan or are eligible for Medicare.
ARTICLE XII
SENIORITY PRIVILEGES

12.01 – Seniority Defined. Seniority is defined as the status attained by length of continuous service of an employee in the Police Department Dispatch Center in a position beginning with the latest date of hire. New employees shall not obtain any seniority until they have completed their probationary period, provided, however, that the new employee’s seniority shall be retroactive to his or her date of hire. Seniority shall not accrue for any period of layoff or during any period of unpaid leave of absence.

12.02 - Probationary Period. All new employees shall be considered probationary for the first twelve (12) months of their employment. In the event such twelve (12) month period does not enable the City to fairly evaluate a new employee’s performance in the position for which they were hired, the City may extend the probationary period for up to six (6) additional one (1) month periods. An employee whose probationary period is so extended shall be informed of the reasons for such extensions(s) and the specific criteria upon which his performance is to be evaluated. During the probationary period a new employee may be terminated by the City without regard to cause and without recourse to the grievance procedure. Continued employment beyond the probationary period shall be evidence of satisfactory completion of probation and such employee at that time shall be eligible for all accrued benefits.

12.03 - Termination of Seniority. An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

A. Discharge for just cause.

B. Resignation. (Any employee absent for two (2) consecutive workdays without notifying the Employer of the reason for absence shall be considered as having resigned.)

C. Retirement.

D. Unexcused failure to return to work after the expiration of a vacation period, leave of absence or period for which Workers’ Compensation was paid, or failing to report for work within five (5) working days after notice of recall from layoff.

E. One layoff for a continuous period of time equivalent to twelve (12) calendar months.

12.04 - Layoffs.

A. In the event the City, in its sole discretion, decides to reduce the number of personnel in any job classification in any department by means of layoff, the employee in the job classification affected with the least amount of job classification seniority in that department shall be first person laid off, providing the City retain qualified employees to perform the remaining available work.

B. The last employee laid off shall be the first employee re-employed in the event of an opening in the employee’s previous job classification. Notice of recall shall be sent
by certified mail, return receipt requested, to the last address the City has on file and such notice, whether actually received or not, shall satisfy the City’s notice obligation.

12.05 - City-wide Seniority. The Employer shall recognize city-wide seniority for the following:

A. Vacation accumulation.
B. Sick leave accumulation.

"City-wide seniority" shall be defined as the length of continuous service from date of hire with the City of Cedarburg.

ARTICLE XIII
PAID HOLIDAYS

13.01 - Number of Holidays. Each employee shall receive, in addition to any other benefits provided for herein, the equivalent of eight (8) hours of regular pay for each of the following eleven (11) holidays, regardless of whether or not the employee works on any of said days:

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Day Before Christmas
- Christmas Day
- New Year’s Eve
- One Floating Holiday
- President’s Day
- Easter
- Labor Day
- President’s Day

13.02 - New Employees. New employees shall be ineligible to receive holiday pay for any holiday listed in 13.01 which falls within their probationary period. Upon successfully completing the probationary period, they shall be paid for any holiday designated in 13.01 that occurred during this period at the rate pay they would have otherwise been paid.

13.03 - Priority of Time Off Requests. In the event a vacation time off request or a compensatory time off request or a holiday time off request is for the same period of time, they shall be given priority based on the order they are submitted.

13.04 - The parties understand that the Employer shall pay eligible employees holiday pay the last pay period in November, excepting those holidays taken as authorized time off with pay prior to December 1 of each year, for all eleven (11) holidays, with the understanding that in the event that an employee, so paid, shall leave the employment of the City prior to the day before Christmas, Christmas Day or New Year’s Eve Day, then pay for any of these days occurring after termination of employment shall be deducted from the employee's final paycheck.

13.05 - Regular Workday Falling on Holiday. In the event an employee's regularly scheduled workday should fall on a holiday, and the employee works his regularly scheduled workday on a holiday, he/she shall receive in addition to the above, four (4) hours pay at straight time rates.
13.06 - Non-scheduled Work on Holiday. Employees who are scheduled to be off on a holiday shift and are required to work shall receive double time instead of time and one-half for all hours worked.

ARTICLE XIV
RETIREMENT

14.01 - Retirement. The Employer shall pay to the Wisconsin Retirement System an amount equal to the full employee contribution.

ARTICLE XV
SALARIES AND MILEAGE

15.01 - Salaries. Salaries payable by the Employer to employees during the term of this Agreement shall be as listed on Appendix "A" attached hereto and made a part hereof.

15.02 - Mileage. The parties agree that the applicable rate of reimbursement for the approved use of personal vehicles by employees of the Department shall equal the IRS rate per mile from the Cedarburg Police Station, or from the employee’s home, whichever is closer to the destination.

ARTICLE XVI
NO STRIKE/NO LOCKOUT

16.01 – The Association, and all members, agree that there will be no strike, or other concerted work stoppage, slowdown, or interruption of any operations or services of the Employer during the term of this Agreement.

16.02 - The Employer agrees that there will be no lockout of employees for the term of this Agreement.

ARTICLE XVII
PAYDAY

17.01 – Employees shall be paid every other Friday, unless a holiday falls on such payday wherein employees shall receive their paychecks on the day immediately prior to the Friday holiday.

ARTICLE XVIII
DISCIPLINE

18.01 – Employees may be disciplined, up to and including discharge, for just cause. Such disciplinary action shall be appealable through the grievance and arbitration procedures set forth in Article IV of this Agreement.
ARTICLE XIX
ENTIRE AGREEMENT

19.01 – The provision within this Agreement supersedes any previous agreement, ordinance, resolution, etc., affecting wages, hours and conditions of employment for the employees covered herein. All contractual benefits currently enjoyed by members of the Association which are conditions of employment shall continue in effect after the expiration of this Agreement until a new Agreement has been reached. Any signing of this Agreement which affect the wages, hours and conditions of employment shall be immediately reduced to writing and submitted to the Association. The impact thereof shall be subject to the negotiations between the parties at reasonable times during the term of this Agreement. When said negotiations are required, this Agreement shall be amended or modified to incorporate the agreement(s) reached in said negotiations. If negotiations result in an impasse, the impasse shall be resolved pursuant to the provisions of Section 111.70, Wisconsin Statutes.

ARTICLE XX
SAVINGS CLAUSE

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

ARTICLE XXI
DURATION OF AGREEMENT

21.01 – Duration. This Agreement shall become effective January 1, 2004 and shall remain in effect through December 31, 2006, and shall automatically renew itself from year to year thereafter unless either party shall serve written notice upon the other party of its desire to negotiate a successor Agreement. Such written notice shall be served no later than September 1 of the year of expiration. The parties shall meet no later than October 1 of the year of expiration to mutually exchange contract proposals.

ARTICLE XXII
SUBSTANCE ABUSE

22.01 – Substance Abuse.

Section 1. Definition. Illegal drug use and alcohol abuse is highly detrimental to the safety and productivity of employees in the workplace and moreover, is a threat to the public welfare. Therefore, employees of the department will cooperate fully to prevent or correct any actual or threatened drug substance abuse or alcohol problem. "Drugs" as used in this article includes alcohol, illegal substances and any other substance which causes or threatens to cause
either an interference with City operations, a threat to the public welfare, or to other employees, or a violation of the law.

Section 2. Prohibition. At all times, employees are prohibited from using, selling, purchasing, possessing and being under the influence of any illicit drug or alcohol or prescription drugs if those drugs alter sensory or motor abilities and functions while in the workplace, while on duty, or while operating a vehicle or equipment owned or leased by the City.

Physician-prescribed medications are permitted, provided they do not adversely affect job performance or the safety of the employee or other individuals in the workplace. Employees who operate equipment or machinery must notify their supervisor of prescribed medications they are taking that may impair their ability to perform their job safely or alter sensory or motor abilities and functions while in the workplace, while on duty, or while operating a vehicle or equipment owned or leased by the City.

Section 3. Reasonable Suspicion. The City has the right to require drug and alcohol tests of any employee where the City reasonably suspects drug possession, usage or impairment by alcohol. Reasonable suspicion is 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 the reasonable person to suspect that the individual is or has been using drugs while on or off duty. Reasonable suspicion may be based upon, but is not limited to: unexplained and excessive absences, reports that the employee uses or is under the influence of drugs during work, the odor of drugs on the employee, unusual behavior such as slurred speech and lack of coordination, possession of paraphernalia used in connection with drug use.

The Police Chief and the City Administrator or designees shall jointly determine whether there is a basis to warrant a testing. If the decision is made to require an employee to take a drug test, the employee will be relieved of duty upon notification of said test with pay. If the employee refuses to submit to an appropriate test, the employee may be subject to discipline pursuant to Section 23.06.

Section 4. Testing. 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 their physician not to work during such use must notify their immediate supervisor, including the prescribed period of use.

   b. Supervisor 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 supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

4. Any employee having a reasonable suspicion to believe that another employee is illegally using, or is in possession of, any alcohol, drug or controlled substance, shall immediately report the facts and circumstances to his supervisor. Failure to do so may subject the Employee to discipline pursuant to Section 23.06.

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 or his designee.

C. Employee Drug and Alcohol Testing - An employee will be required to take a drug or alcohol test upon documented reasonable suspicion that the employee is or has been using drugs as provided for in Section 23.03. A summary of the facts supporting the order shall be made available to the employee prior to the actual test. A disagreement over the existence of reasonable suspicion shall not be grounds to refuse the test.

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 they enter the testing area. This shall consist of picture ID or Driver's License.

3. A pretest interview shall be conducted by testing personnel with each employee 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 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 eight hours to give a sample, during which time he shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. 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. Employees shall have their urine sample split and stored and made available to the employee for retesting in case of a positive test result. The urine samples must be provided at the same time, 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. This sample shall be made available to the employee or his 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 should be submitted to the Chief of Police in writing within five (5) working days, excluding Saturdays, Sundays, and Holidays, after the specimen is turned over to the employee's selected laboratory.

7. 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.

8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

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 Police Department 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. Only qualified personnel who are trained in proper procedures of collecting evidence shall be utilized for testing the sample.
5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using an EMIT 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:

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

* Delta-9 tetrahydrocannabinol-9-carboxylic acid
** Benzoylecgonine

6. 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.

7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the memorandum will be placed in the employee's personnel 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

1. All records pertaining to Department-required drug tests shall remain confidential. Copies of test reported by number will be provided only to the
Chief of Police and Administrator and shall not be provided to other employers or agencies without the written permission of the person whose records are sought or as required by law.

2. Drug test results and records shall be maintained in accordance with state and federal requirements.

Section 5. Rehabilitation & Counseling. At the City's request or voluntarily, the employee shall seek professional help for a drug related problem. If the treatment requires that the employee remain off work for a period of time, the employee may use available sick leave or be placed on medical leave of absence if sick leave is not available. This leave of absence shall be conditional upon the employee entering an appropriate treatment program as soon as possible, execution of a medical release in order for the City to obtain the medical and test results and upon receipt of reports from the medical personnel supervising the employee's drug treatment program that the employee is cooperating and is making progress. Such leave will be granted if the employee abstains from future use of controlled substances.

Within 45 days of entering the treatment program, the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work, and pass a drug test. This time limit may be extended by the City Administrator if medical or scientific evidence indicate that a longer period of time is justified. However, no period longer than 6 months from the date of the original positive test result will be permitted.

Upon completion of the program and a re-test that demonstrates that the employee is no longer using illegal drugs, the employee shall return to duty. The employee may be subject to periodic re-testing on a random basis upon his return to work for a period of one year from the date of his return. This testing need not be based on any reasonable suspicion.

Section 6. Disciplinary Action. If an employee is found to be in violation of this substance abuse policy, the City may initiate disciplinary action, up to and including discharge. The type and severity of the discipline will depend on the circumstances including the nature of the substance, employee's explanation and willingness to enter rehabilitation or counseling if appropriate. The City shall have the right to establish reasonable rules and regulations in conformity with this Section and Article II of the Collective Bargaining Agreement.

Dated at Cedarburg, Wisconsin, this ____ day of ____________, 2004.

CITY OF CEDARBURG

____________________________
Gregory P. Myers, Mayor

____________________________
Clinton P. Gridley, City Administrator

___________________________
Thomas Frank, Police Chief
CEDARBURG PROFESSIONAL DISPATCHER’S ASSOCIATION,
Local 512, Labor Association of Wisconsin, Inc.

_____________________________  
President

_____________________________  
Secretary

_____________________________
Kevin Naylor, Representative  
Labor Association of Wisconsin, Inc.
### APPENDIX “A”
#### WAGE SCHEDULES

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*Starting rate for new employee without experience. For a fully qualified dispatcher with a minimum of two (2) years experience with another municipality, a starting wage not to exceed the two-year rate may be authorized by the Chief of Police. No additional seniority or benefits shall accrue to any employee starting at a wage rate greater than the rate for a new employee without prior experience.