

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	PUBLIC SAFETY COMMITTEE
DATE AND TIME:	<u>MONDAY, February 1, 2021</u> <u>6:00 p.m.</u>
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings, capacity within the Board Room will be limited. Members of the body and citizens may also attend the meeting virtually through the WebEx platform, Meeting #: 126 532 5646 Password: WnGGQmhr937 which can be accessed by phone at 408-418-9388 or by logging on <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m25d6678e762b776c5bc942f53e2c2530> Citizens wishing to view the meeting are encouraged to watch the live broadcast of the meeting through Channel 25 on Spectrum cable, or the livestream on the Village's website. Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for discussion and action.
- II. **ROLL CALL:** Chairperson Miller, Trustees Wing, Pieper and Myers.
- III. **PUBLIC COMMENT:** *Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes) Written Public Comments should be directed to comments@village.germantown.wi.us, by 4 p.m. on Monday, February 1.*
- IV. **APPROVAL OF MINUTES:** January 4, 2021, Regular Meeting.
- V. **REPORTS:**
 - . Police Department.
 - . Monthly.
 - . Fire Department.
 - . Monthly.
 - . Overtime Reports – No Report.
 - . Police Department.
 - . Fire Department.
 - . Policy Updates.
 - . Police Department:
 - . Policy 316 – Missing Persons.
 - . Policy 317 – Public Alert.
 - . Policy 318 – Victim and Witness Assistance.
 - . Policy 319 – Bias – Motivated Crimes.

- . Policy 320 – Standards of Conduct.
- . Police 321 – Information Technology Use.

- 2. Fire Department:
 - a. None.

VI. **UNFINISHED BUSINESS:**

- A. Municipal Code 9.02 Firearms and Other Dangerous Weapons Regulated with relationship to hunting of coyotes.

VII. **NEW BUSINESS:**

- A. Report on International Association of Fire Fighters, Local 4854, Collective Bargaining Agreement.

VIII. **NEXT MEETING:** Set March 2021 Meeting Date and Time.

IX. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

NOTICE is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

MEETING MINUTES
PUBLIC SAFETY COMMITTEE MEETING
JANUARY 4, 2021
GERMANTOWN VILLAGE HALL BOARD ROOM

CALL: The meeting was called to order at 6:00 p.m. by Chairman Miller.

ROLL CALL: Chairman Miller, Trustees Myers and Wing. Trustee Pieper arrived at 6:13 p.m.

Also present were Police Chief Snow, Fire Chief Delain, Attorney Sajdak, Clerk Braunschweig, Human Resources Manager Tucker.

PUBLIC COMMENT: no comments

APPROVAL OF MINUTES: a motion was made by Wing, seconded by Myers, to approve the minutes of the December 7, 2020 Public Safety Committee meeting. Motion carried unanimously.

POLICE DEPARTMENT MONTHLY REPORT: Snow reported on the following:

- Officer Zach Schulz was promoted from his trainee position to an operator with the Washington County Multi-Jurisdictional S.W.A.T. Team
- Officer Matt Jones successfully performed the Heimlich maneuver during a recent call for service
- Department has experienced an increase in OWI arrests, with 3 occurring on a single day
- Recent S.W.A.T. call in the Town of Wayne
- 3 burglaries since 12/25/20, all are ongoing investigations

FIRE DEPARTMENT MONTHLY REPORT: Delain reported on the following:

- End of year numbers have been finalized for 2020, total number of calls was 2120 which was an increase of 70 calls from the previous year
- They continue to be busy; they have already received 20 calls in the new year
- Assisted Jackson with a barn fire
- Updated S.O.P.'s will be coming soon

OVERTIME REPORTS: no report

Police Department
Fire Department

POLICY UPDATES FOR POLICE & FIRE DEPARTMENT:

Police Department: none

Fire Department: none

UNFINISHED BUSINESS: none

NEW BUSINESS

MICHELLE HUMPHRIES DENIAL OF OPERATORS LICENSE: Snow advised the police department was recommending denial of the operator's license application due to a felony conviction from 2012.

Discussion followed with Wing commenting that he understood the police department's denial is based on state law, and the application is then brought before the committee for their review. He reminded committee members that a denial does not mean the applicant cannot tend bar, it just means that the applicant cannot tend bar alone. He went on to say that when this law was created, security cameras/systems were not as sophisticated and prevalent as they are now. Wing also noted that the felony conviction does not appear to be alcohol related.

A motion was made by Wing, seconded by Myers, to recommend approval to Village Board for the application for Operator's License submitted by Michelle Humphries. Motion carried unanimously.

Trustee Pieper arrived at this time, 6:13 p.m.

ST. BONIFACE CONGREGATION, W204 N11968 GOLDENDALE RD.
TEMPORARY CLASS B FERMENTED MALT BEVERAGE LICENSE FOR 02/19/21,
02/26/21, 03/05/21 FROM 4 – 7 P.M., LENT FISH FRY: a motion was made by Myers, seconded by Wing, to forward the Temporary Class B Fermented Malt Beverage license application for St. Boniface to Village Board with a recommendation of approval. Motion carried unanimously.

POLICE DEPARTMENT – USE OF FORCE REPORT: Snow advised he would be providing a summary of the complaints involving the use of force by Germantown officers. He stated he would be providing this information quarterly, and the purpose of this would be to provide committee members with some insight on the incidents. Snow noted there have been no complaints of use of force incidents involving officers.

TRUSTEE MILLER – COYOTE POPULATION AND THE HUNTING OF COYOTES: Miller advised he had received an email from a resident regarding the coyote population and the possibility of hunting them, and the type of firearms which can be used for hunting within the village limits.

Discussion followed with Snow advising that matter had been investigated several years ago by Chief Hoell and the Public Safety Committee, and the DNR was aware of the problems with the coyote population. Snow went on to say that permission has been granted in the past to hunt coyotes. Miller stated he had looked up the DNR's regulations regarding coyote

hunting and it is allowed year-round. He asked if there have been any incidents in the Village with coyotes, i.e., involving family pets. Snow advised that other than sightings, there have been no issues that he can recall. Pieper asked what measures residents can take if they notice coyotes in their area. Snow went over some options, including hunting and trapping. He noted that the DNR has a lot of information on coyotes and options residents can take if they experience problems or have concerns.

Miller advised this was placed on the agenda as an informational item and he read the email received from a resident. He noted that this would fall under the next agenda item - Municipal Code 9.02 Firearms and Dangerous Weapons Regulated.

TRUSTEE MILLER – MUNICIPAL CODE 9.02 FIREARMS AND OTHER DANGEROUS WEAPONS REGULATED: Miller referred to an email he had received from Nate Seidler who resides north of Freistadt Road in a rural area where hunting is allowed, however rifles are not allowed in the Village for hunting. Mr. Seidler also attended the meeting virtually.

Discussion followed with Miller advising that Mr. Seidler felt rifles were more effective for hunting coyotes and wanted the committee to review the ordinance and consider allowing rifles within Village limits. The following points were discussed:

- Rifles currently are not permitted in Village due to population density and concern with the range of rifles per Snow
- Wing noted this was discussed and revised several years ago with input from residents and hunters, he was not averse to looking at it again
- Sajdak referred to prior reviews of this ordinance and similarities in area communities' ordinances. Agreed with Snow that the use of longer-range weapons can cause concerns with residents regarding safety. He added that State of Wisconsin DNR had been fairly aggressive with trying to minimize regulations with hunters and the code now in place is probably as restrictive as it could be. He noted that changes in those restrictions would likely result in calls from residents concerned with safety issues related to long-range weapons.
- Miller indicated the current law has been in effect for quite some time, also questioned whether rifles can be used for target practice
- Snow stated that according to current code rifles cannot be used in target practice but advised that exceptions have been made based on property size, location, and caliber of rifle
- Snow explained the process used for granting permission for hunting now that permits are no longer required by the Village; now the hunters call and inform the department of their hunting activities. He added that requests to hunt in closed areas are often granted depending on the location and area of the property, these requests are reviewed individually
- Sajdak noted that zoning and property differences are the main issues in the Village – properties range from vast to crowded and it would be challenging to create a balance, but it wouldn't hurt to reassess the ordinance

- Miller said he agreed that it would be a good idea to review this ordinance and compare to what other communities are doing

SECONDHAND ARTICLE DEALER AND SECONDHAND JEWELRY DEALER LICENSE RENEWAL, JAN. 1 – DEC. 31, 2021

1. Kessler's Diamond Center, N96 W16920 County Line Road

A motion was made by Myers, seconded by Wing, to forward this application for Secondhand Article Dealer License for Kessler's to Village Board with a recommendation of approval. Motion carried unanimously.

NEXT MEETING: Monday, February 1, 2021 6:00 p.m. Village Hall Boardroom.

ADJOURNMENT: there being no further business, the meeting was adjourned at 6:35 p.m.

Recorded by,

Julie L. Barth
Secretary

Missing Persons

316.1 PURPOSE AND SCOPE

This policy provides guidance for handling missing person investigations.

316.1.1 DEFINITIONS

Definitions related to this policy include:

At risk - This includes persons who:

- (a) Are 13 years of age or younger.
- (b) Regardless of age are believed or determined to be experiencing one or more of the following circumstances:
 - 1. Out of the zone of safety for his/her chronological age and developmental stage.
 - 2. Mentally or behaviorally disabled.
 - 3. Drug dependent, including prescribed medication and/or illegal substances, and the dependency is potentially life-threatening.
 - 4. Absent from home for more than 24 hours before being reported to law enforcement as missing.
 - 5. In a life-threatening situation.
 - 6. In the company of others who could endanger his/her welfare.
 - 7. Absent in a way that is inconsistent with established patterns of behavior and cannot be readily explained. Most children have an established and reasonably predictable routine.
 - 8. Involved in a situation that would cause a reasonable person to conclude the person should be considered at risk.
- (c) Are adults with a developmental disability, suffer from Alzheimer's disease or dementia, or suffer from or could, without access to medication, suffer from cognitive impairment if the impairment would likely render the person incapable of getting to a familiar location without assistance (Wis. Stat. § 175.51).
- (d) Are veterans or active-duty members of the military and there is reason to believe that they are at risk due to a physical or mental health condition, and a report was made within 72 hours of their disappearance (Wis. Stat. § 175.51).

Missing person - Any person who is reported missing to law enforcement when that person's location is unknown.

Missing person networks - Databases or computer networks that are available to law enforcement and are suitable for obtaining information related to missing person investigations. This includes the National Crime Information Center (NCIC), the Wisconsin Transaction Information for the Management of Enforcement (TIME) System, the Wisconsin Clearinghouse for Missing and Exploited Children and Adults, and the Wisconsin Crime Alert Network.

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316.2 POLICY

The Germantown Police Department does not consider any report of a missing person to be routine and assumes that the missing person is in need of immediate assistance until an investigation reveals otherwise. Priority shall be given to missing person cases over property-related cases. Members will initiate an investigation into all reports of missing persons, regardless of the length of time the person has been missing.

316.3 REQUIRED FORMS AND BIOLOGICAL SAMPLE COLLECTION KITS

The Detective Bureau supervisor shall ensure the following forms and kits are developed and available:

- Wisconsin DOJ Missing Person Worksheet (Wis. Stat. § 165.785)
- Missing person investigation checklist that provides investigation guidelines and resources that could be helpful in the early hours of a missing person investigation
- Missing person school notification form
- Medical records release form
- Biological sample collection kits

316.4 ACCEPTANCE OF REPORTS

Any member encountering a person who wishes to report a missing person or runaway shall render assistance without delay. This can be accomplished by accepting the report via telephone or in-person and initiating the investigation. Those members who do not take such reports or who are unable to give immediate assistance shall promptly dispatch or alert a member who can take the report.

A report shall be accepted in all cases and regardless of where the person was last seen, where the person resides or any question of jurisdiction.

316.5 INITIAL INVESTIGATION

Officers or other members conducting the initial investigation of a missing person should take the following investigative actions, as applicable:

- (a) Respond to a dispatched call as soon as practicable.
- (b) Interview the reporting party and any witnesses to determine whether the person qualifies as a missing person and, if so, whether the person may be at risk.
- (c) Notify a supervisor immediately if there is evidence that a missing person is either at risk or may qualify for a public alert, or both (see the Public Alerts Policy).
- (d) Broadcast a "Be on the Look Out" (BOLO) bulletin if the person is under 16 years of age or there is evidence that the missing person is at risk. The BOLO should be broadcast as soon as practicable but in no event more than one hour after determining the missing person is under 16 years of age or may be at risk.

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- (e) Ensure that entries are made into the appropriate missing person networks, as follows:
 - 1. Immediately, when the missing person is at risk.
 - 2. In all other cases, as soon as practicable, but not later than two hours from the time of the initial report.
- (f) Complete the appropriate report forms accurately and completely and initiate a search as applicable under the facts.
- (g) Collect and/or review:
 - 1. A photograph and fingerprint card of the missing person, if available.
 - 2. A voluntarily provided biological sample of the missing person, if available (e.g., toothbrush, hairbrush).
 - 3. Any documents that may assist in the investigation, such as court orders regarding custody.
 - 4. Any other evidence that may assist in the investigation, including personal electronic devices (e.g., cell phones, computers).
- (h) When circumstances permit and if appropriate, attempt to determine the missing person's location through his/her telecommunications carrier.
- (i) Contact the appropriate agency if the report relates to a missing person report previously made to another agency and that agency is actively investigating the report. When this is not practicable, the information should be documented in an appropriate report for transmission to the appropriate agency. If the information relates to an at-risk missing person, the member should notify a supervisor and proceed with reasonable steps to locate the missing person.

316.6 REPORT PROCEDURES AND ROUTING

Members should complete all missing person reports and forms promptly and advise the appropriate supervisor as soon as a missing person report is ready for review.

316.6.1 SUPERVISOR RESPONSIBILITIES

The responsibilities of the supervisor shall include but are not limited to:

- (a) Reviewing and approving missing person reports upon receipt.
 - 1. The reports should be promptly sent to the Records Section.
- (b) Ensuring resources are deployed as appropriate.
- (c) Initiating a command post as needed.
- (d) Ensuring applicable notifications and public alerts are made and documented.
- (e) Ensuring that records have been entered into the appropriate missing persons networks.

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- (f) Taking reasonable steps to identify and address any jurisdictional issues to ensure cooperation among agencies.
 - 1. If the case falls within the jurisdiction of another agency, the supervisor should facilitate transfer of the case to the agency of jurisdiction.

316.6.2 RECORDS SECTION RESPONSIBILITIES

The receiving member shall:

- (a) As soon as reasonable under the circumstances, notify and forward a copy of the report to the agency of jurisdiction for the missing person's residence in cases where the missing person is a resident of another jurisdiction.
- (b) Notify and forward a copy of the report to the agency of jurisdiction where the missing person was last seen.
- (c) Notify and forward a copy of the report to the agency of jurisdiction for the missing person's intended or possible destination, if known.
- (d) Forward a copy of the report to the Detective Bureau.
- (e) Coordinate with the NCIC Terminal Contractor for Wisconsin to have the missing person record in the NCIC computer networks updated with additional information obtained from missing person investigations (34 USC § 41308).

316.7 DETECTIVE BUREAU FOLLOW-UP

The investigator assigned to a missing person investigation:

- (a) Should ensure that the missing person's school is notified within 10 days if the missing person is a juvenile.
 - 1. The notice shall be in writing and should also include a photograph.
 - 2. The investigator should meet with school officials as appropriate to stress the importance of including the notice in the child's student file, along with the investigator's contact information if the school receives a call requesting the transfer of the missing child's files to another school.
- (b) Should re-contact the reporting person and/or other witnesses within 30 days of the initial report and within 30 days thereafter to determine if any additional information has become available.
- (c) Should consider contacting other agencies involved in the case to determine if any additional information is available.
- (d) Shall verify and update the TIME System, the Wisconsin Clearinghouse for Missing and Exploited Children and Adults, NCIC, and any other applicable missing person networks within 30 days of the original entry into the networks and every 30 days thereafter until the missing person is located (34 USC § 41308).
- (e) Should continue to make reasonable efforts to locate the missing person and document these efforts at least every 30 days.
- (f) Shall maintain a close liaison with state and local child welfare systems and the National Center for Missing and Exploited Children® (NCMEC) if the missing person

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is under the age of 21 and shall promptly notify NCMEC when the person is missing from a foster care family home or childcare institution (34 USC § 41308).

- (g) Should make appropriate inquiry with the Medical Examiner.
- (h) Should obtain and forward medical and dental records, photos, X-rays, and biological samples, as applicable.
- (i) Shall attempt to obtain the most recent photograph for persons under 18 years of age if it has not been obtained previously and forward the photograph to the Wisconsin Department of Justice, Division of Criminal Investigations and the Wisconsin Clearinghouse for Missing and Exploited Children and Adults ® and enter the photograph into applicable missing person networks (34 USC § 41308).
- (j) Should consider making appropriate entries and searches in the National Missing and Unidentified Persons System (NamUs).
- (k) In the case of an at-risk missing person or a person who has been missing for an extended time, should consult with a supervisor regarding seeking federal assistance from the FBI and the U.S. Marshals Service (28 USC § 566).

316.8 WHEN A MISSING PERSON IS FOUND

When any person reported missing is found, the assigned investigator shall document the location of the missing person in the appropriate report, notify the relatives and/or reporting party, as appropriate, and other involved agencies, and refer the case for additional investigation if warranted.

The detective assigned to the case should ensure that, upon receipt of information that a missing person has been located, the following occurs:

- (a) Notification is made to the Wisconsin Clearinghouse for Missing and Exploited Children and Adults and the Wisconsin Department of Justice, Division of Criminal Investigations.
- (b) A missing child's school is notified.
- (c) Entries are made in the applicable missing person networks.
- (d) When a person is at risk, the fact that the person has been found shall be reported within 24 hours to the Wisconsin Clearinghouse for Missing and Exploited Children and Adults and the Wisconsin Department of Justice, Division of Criminal Investigations.
- (e) Notification shall be made to any other law enforcement agency that took the initial report or participated in the investigation.

316.8.1 UNIDENTIFIED PERSONS

Department members investigating a case of an unidentified person who is deceased or a living person who cannot assist in identifying him/herself should:

- (a) Obtain a complete description of the person.
- (b) Enter the unidentified person's description into the NCIC Unidentified Person File.

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- (c) Use available resources, such as those related to missing persons, to identify the person.

316.9 CASE CLOSURE

The Detective Bureau supervisor may authorize the closure of a missing person case after considering the following:

- (a) Closure is appropriate when the missing person is confirmed returned or evidence matches an unidentified person or body.
- (b) If the missing person is a resident of Germantown or this department is the lead agency, the case should be kept under active investigation for as long as the person may still be alive. Exhaustion of leads in the investigation should not be a reason for closing a case.
- (c) If this department is not the lead agency, the case can be made inactive if all investigative leads have been exhausted, the lead agency has been notified and entries are made in the applicable missing person networks, as appropriate.
- (d) A missing person case should not be closed or reclassified because the person would have reached a certain age or adulthood or because the person is now the subject of a criminal or civil warrant.

316.10 TRAINING

Subject to available resources, the Lieutenant should ensure that members of this department whose duties include missing person investigations and reports receive training that includes:

- (a) The initial investigation:
 - 1. Assessments and interviews
 - 2. Use of current resources, such as Mobile Audio Video (MAV)
 - 3. Confirming missing status and custody status of minors
 - 4. Evaluating the need for a heightened response
 - 5. Identifying the zone of safety based on chronological age and developmental stage
- (b) Briefing of department members at the scene.
- (c) Identifying NCIC Missing Person File categories (e.g., disability, endangered, involuntary, juvenile and catastrophe).
- (d) Verifying the accuracy of all descriptive information.
- (e) Initiating a neighborhood investigation.
- (f) Investigating any relevant recent family dynamics.
- (g) Addressing conflicting information.
- (h) Key investigative and coordination steps.

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- (i) Managing a missing person case.
- (j) Additional resources and specialized services.
- (k) Update procedures for case information and descriptions.
- (l) Preserving scenes.
- (m) Internet and technology issues (e.g., Internet use, cell phone use).
- (n) Media relations.

Public Alerts

317.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for alerting the public to important information and soliciting public aid when appropriate.

317.2 POLICY

Public alerts may be employed using the Emergency Alert System (EAS), local radio, television and press organizations and other groups to notify the public of incidents, or enlist the aid of the public, when the exchange of information may enhance the safety of the community. Various types of alerts may be available based upon each situation and the alert system's individual criteria.

317.3 RESPONSIBILITIES

317.3.1 MEMBER RESPONSIBILITIES

Members of the Germantown Police Department should notify their supervisor, Patrol Lieutenant or Detective Bureau supervisor as soon as practicable upon learning of a situation where public notification, a warning or enlisting the help of the media and the public could assist in locating a missing person, apprehending a dangerous person or gathering information.

317.3.2 SUPERVISOR RESPONSIBILITIES

A supervisor apprised of the need for a public alert is responsible to make the appropriate notifications based upon the circumstances of each situation. The supervisor shall promptly notify the Chief of Police, the Captain and the Public Information Officer when any public alert is generated.

The supervisor in charge of the investigation to which the alert relates is responsible for the following:

- (a) Updating alerts
- (b) Canceling alerts
- (c) Ensuring all appropriate reports are completed
- (d) Preparing an after-action evaluation of the investigation to be forwarded to the Captain

317.4 AMBER ALERTS™

AMBER Alerts™ are used to provide a statewide system for the rapid dissemination of information regarding abducted children.

The Wisconsin AMBER Alert Plan is a voluntary partnership between law enforcement agencies and broadcasters to send out an emergency alert to the public when a child is abducted and is not used for cases that involve runaways or in most parental abduction cases unless the child's life is in danger.

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317.4.1 DEFINITIONS

Definitions related to this policy include:

Abduction - The removal or retention of a child for any unlawful purpose (Wis. Stat. § 948.30).

Child/juvenile - A person age 17 years or younger whose location has not been determined and who is believed to have been abducted and is in danger of serious bodily harm or death.

317.4.2 CRITERIA

The Wisconsin AMBER Alert Plan requires the following criteria to exist before activation can occur:

- (a) The child must be 17 years of age or younger
- (b) The child must be in danger of serious bodily harm or death
- (c) The Department has enough descriptive information about the child and the person who is suspected of abducting the child, and/or the suspect vehicles, to believe a broadcast will help locate the child

The AMBER Alert is not to be used for runaways or family abductions unless the child's life is in danger. The AMBER Alert plan is for the safe recovery of missing children that a law enforcement agency believes has been abducted and in danger of serious bodily harm or death. Strict adherence to the criteria is essential in order to prevent the AMBER Alert plan from losing credibility and becoming less effective.

The single point of contact to request activation of an AMBER Alert is the Wisconsin State Patrol's Traffic Management Center at 1-844-977-4357.

317.4.3 PROCEDURE

Upon receiving and verifying a report of an abducted child that meets the criteria of an AMBER Alert, the Germantown Police Department shall:

- (a) Immediately enter the child into the TIME/NCIC Missing Person database with the AMBER Alert flag. Entry of the alert data into TIME/NCIC will generate an automatic notification to the National Center for Missing and Exploited Children (NCMEC) and the FBI and will expand the search for an abducted child from the local, state or regional level to the national level.
- (b) Contact the Wisconsin State Patrol's Traffic Management Center at 1-844-977-4357 to have a Department of Criminal Investigations supervisor approve the AMBER Alert request and authorize access to the online form.
- (c) Complete the following WisDOJ AMBER Alert forms:
 - 1. Child Abduction Emergency Alert Form - Requires signature of supervising officer on-duty.
 - 2. Broadcast Script Form - Supervising officer will determine if the alert will be broadcast regionally, multi-regionally or statewide.

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- (d) Telephone the Wisconsin State Patrol's Traffic Management Center to request an AMBER Alert activation.
 - 1. Wisconsin State Patrol's Traffic Management Center is responsible for the following:
 - (a) Send a TIME system administrative message to statewide law enforcement agencies.
 - (b) Disseminate faxes and e-mails to law enforcement agencies and the media.
 - (c) Posting AMBER Alert information on the Wisconsin AMBER Alert website, www.amberalertwisconsin.org.
 - (d) Activate the EAS broadcast every 30 minutes for the first two hours and once for the next three hours.
- (e) E-mail, fax or teletype the following WisDOJ AMBER Alert forms to the Wisconsin State Patrol's Traffic Management Center:
 - (a) Child Abduction Emergency Alert Form
 - (b) Broadcast Script Form
 - (c) Victim Form
 - (d) Suspect Form
 - (e) Vehicle Form
- (f) E-mail a photograph of the child, suspect and/or suspect vehicle to the Wisconsin State Patrol's Traffic Management Center.
- (g) Obtain, whenever possible, consent from the parents, parent, guardian or other person having legal custody of the abducted child. Request the consenting person to sign a Child Photo and Name Release Form agreeing to the release of the child's name, photographs, descriptions and other information necessary to support the AMBER Alert public broadcast and search. The inability to obtain verbal or signed consent because the person who is capable of providing consent cannot be located shall not prohibit the activation of an AMBER Alert.
- (h) Request additional resources and services from:
 - (a) The FBI
 - (b) The Wisconsin Clearinghouse for Missing and Exploited Children and Adults (WCMECA), www.missingpersons.doj.wi.gov , 800-THE-HOPE (800-843-4673)
 - (a) WCMECA staff and special agents from the Wisconsin Division of Criminal Investigation will be assigned to provide technical, analytical and investigative assistance.
 - (c) The NCMEC, www.missingkids.com , 800-THE-LOST (800-843-5678)
 - (a) Project ALERT - America's Law Enforcement Retiree Team

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- (b) Team Adam - Missing Child Rapid Response System
- (d) A Child is Missing, www.achildsmissing.org
- (i) All AMBER Alert Update and Deactivation Forms must be e-mailed, faxed or sent via teletype to the DCPSCC.
- (j) Retain a copy of all AMBER Alert forms, faxes, teletypes, e-mails and pertinent case information for review by the Wisconsin AMBER Alert Review Committee.

317.4.4 MEDIA AND PUBLIC NOTIFICATIONS

The following actions are designed to alert the public and media and will assist with investigation of the abduction:

- (a) The Public Information Officer, Patrol Lieutenant or Detective Bureau supervisor will prepare an initial press release that includes all available information which might aid in locating the child, such as:
 - 1. The child's identity, age and description.
 - 2. Photograph if available.
 - 3. The suspect's identity, age, and description, if known, and photograph if available.
 - 4. Pertinent vehicle description.
 - 5. Details regarding time of abduction, location of incident, direction of travel, potential destinations, if known.
 - 6. Whether there is reason to believe the suspect has a relationship to the victim.
 - 7. Name and telephone number of the Public Information Officer or other authorized individual to handle media liaison.
 - 8. A telephone number for the public to call with leads or information.
- (b) Fax or e-mail the press release to the media and local law enforcement agencies.
- (c) Fax or e-mail updates regarding the search and investigation to the previously contacted media and law enforcement agencies.
- (d) Establish the following communication methods for the public and media to contact the Department:
 - (a) A primary 24-hour telephone number for the public to provide tips and information on the missing child. If an 800 number is available, it should be provided to the public.
 - (b) A confidential telephone number for Public Information Officer contact. This number shall be restricted to use by media outlets and other law enforcement agencies to make follow-up contact with the Department for information and updates.
 - (c) A confidential telephone number restricted to use by other law enforcement agencies to contact this department quickly and without restriction with information that could be crucial to the investigation or the safety of the victim.
 - (d) An e-mail address and fax number for use in the investigation of the abduction.

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317.4.5 EXTENSION OF ALERT

If it is determined that an extension beyond the initial five-hour period is needed, approval must be obtained from WisDOJ Division of Criminal Investigation director who approved the original AMBER Alert activation.

317.4.6 TERMINATION OF ALERT

The Patrol Lieutenant or Detective Bureau supervisor should request that the AMBER Alert system activation be terminated with respect to a particular abducted child if:

- (a) The child is recovered or the abduction is otherwise resolved.
- (b) It is determined that the alert system is no longer an effective tool for locating and recovering the child.

All AMBER Alert cancellations shall be submitted on the AMBER Alert Deactivation Form to the Wisconsin State Patrol's Traffic Management Center via fax, e-mail or teletype to ensure that all participants are apprised of the cancellation of the alert as soon as possible.

317.4.7 LAW ENFORCEMENT INFORMATION

Current procedures and AMBER Alert forms are located on WisDOJ's Wisconsin Law Enforcement Network (WILENET) <http://wilenet.org> or the Wisconsin TIME system.

317.4.8 PUBLIC INFORMATION

The public may be directed to AMBER Alert Wisconsin at www.amberalert.widj.gov and www.amberalert.gov for the most updated information regarding an activation of the AMBER Alert system.

317.4.9 ALERT REVIEW

The Wisconsin AMBER Alert Review Committee is responsible for analyzing all Wisconsin AMBER Alert activations for appropriateness, smooth operation of the AMBER Alert System and any other criteria the committee deems necessary.

After activation of the AMBER Alert System, the Captain or the authorized designee is required to appear at the next scheduled Wisconsin AMBER Alert Review Committee meeting to offer suggestions on improving the system and to aid the Wisconsin AMBER Alert Review Committee in reviewing the alert.

317.5 SILVER ALERTS

Silver Alerts are used to provide a statewide system for the rapid dissemination of information regarding a missing person who is 60 years of age or older and believed to have Alzheimer's Disease, dementia or another permanent cognitive impairment which poses a threat to his/her health and safety (Wis. Stat. § 175.51).

317.5.1 CRITERIA

A Silver Alert should be issued when:

- (a) The Missing person is 60 years of age or older.

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- (b) The missing person is believed to have Alzheimer's, dementia, or another permanent cognitive impairment that poses a threat to their health and safety.
- (c) A reasonable belief that the missing person's disappearance is due to his/her impaired cognitive condition.
- (d) The Silver Alert request is made within 72 hours of the individual's disappearance.
- (e) Sufficient information is available to disseminate to the public that could assist in locating the missing person.
- (f) The missing person has been entered into NCIC.

317.5.2 PROCEDURE

Members shall disseminate reports regarding at-risk missing adults in the Wisconsin Crime Alert Network (Wis. Stat. § 165.785; Wis. Stat. § 175.51).

317.6 GREEN ALERTS

Green Alerts are used to provide a statewide system for the rapid dissemination of information relating to alerts for missing veterans who have a service-related health condition. "Veteran at risk" is a veteran or an active-duty member of the armed forces, the national guard, or the military reserve forces of the United States who is known, based on the information provided by the person making the report, to have a physical or mental health condition that is related to his or her service (Wis Stat 175.51).

317.6.1 CRITERIA

- (a) There is reason to believe that the veteran at risk is missing due to his or her physical or mental health condition.
- (b) There is sufficient information available to disseminate that could assist in locating the missing veteran.

317.6.2 PROCEDURE

Members shall disseminate reports regarding at-risk missing veterans in the Wisconsin Crime Alert Network (Wis Stat 165.785; Wis Stat 175.51).

317.7 HIT-AND-RUN ALERTS

Members investigating a hit-and-run should ensure an alert from the Wisconsin Crime Alert Network is initiated whenever the below criteria is met (Wis. Stat. § 346.67; Wis. Stat. § 346.70).

317.7.1 CRITERIA

The following criteria apply (Wis. Stat. § 175.51):

- (a) A person has been killed due to the accident.
- (b) There is sufficient information available to help locate the suspect or vehicle.
- (c) An alert could help prevent further harm or aid in an arrest.

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317.7.2 PROCEDURE

Initiation of the alert is made through the Wisconsin Crime Alert Network (Wis. Stat. § 165.785).

Victim and Witness Assistance

318.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that crime victims and witnesses receive appropriate assistance and information available through government and private resources and to meet all related legal mandates.

318.2 POLICY

The Germantown Police Department is committed to providing guidance and assistance to the victims and witnesses of crime. The employees of the Germantown Police Department will show compassion and understanding for victims and witnesses and make reasonable efforts to provide the support and information identified in this policy.

318.3 CRIME VICTIM LIAISON

The Chief of Police may appoint a member of the Department to serve as the crime victim liaison. The crime victim liaison will serve as the point of contact for individuals requiring further assistance or information from the Germantown Police Department regarding benefits from crime victim resources. This person shall also be responsible for maintaining compliance with all legal mandates related to crime victims and/or witnesses.

318.4 CRIME VICTIMS

Officers should provide all victims with the applicable victim information handouts.

Officer should never guarantee a victim's safety from future harm, but may make practical safety suggestions to victims who express fear of future harm or retaliation. Officer should never guarantee that a person qualifies as a victim for purpose of compensation or restitution, but may direct him/her to the proper written department material or available victim resources.

318.4.1 SPECIFIC REQUIREMENTS REGARDING VICTIMS

Officers shall ensure that the victim information handout is delivered to victims as soon as practicable but not later than 24 hours after initial contact with the victim (Wis. Stat. § 950.08(2g)).

Sex crime victims require additional actions as identified in the Sexual Assault Investigations Policy.

Victims of sexual assault, human trafficking and child sexual abuse have the right to be accompanied by a victim advocate when being interviewed by an officer of the Germantown Police Department or other law enforcement agency. If the victim advocate obstructs or delays the interview, or fails to comply with the Child Abuse Policy and/or Sexual Assault Investigations Policy regarding the confidentiality of information relating to an investigation, he/she may be excluded from the interview and a different victim advocate may be permitted to accompany the victim at the victim's request (Wis. Stat. § 950.045(1)).

Victim and Witness Assistance

318.5 VICTIM INFORMATION

The Administration supervisor shall ensure that victim information handouts are available and current. These should include as appropriate:

- (a) Shelters and other community resources for victims of domestic abuse.
 - 1. The information shall include the availability of shelters and services from lists provided by the Wisconsin Department of Children and Families and the Wisconsin Department of Justice (Wis. Stat. § 968.075).
- (b) Community resources for victims of sexual assault.
- (c) Assurance that sexual assault victims will not incur out-of-pocket expenses for forensic medical exams, and information about evidence collection, storage and preservation in sexual assault cases (34 USC § 10449; 34 USC § 20109).
- (d) An advisement that a person who was arrested may be released on bond or some other form of release and that the victim should not rely upon an arrest as a guarantee of safety.
- (e) A clear explanation of relevant court orders and how they can be obtained.
- (f) Information regarding available compensation for qualifying victims of crime (Wis. Admin. Code § JUS 11.11).
- (g) VINE® information (Victim Information and Notification Everyday), including the telephone number and whether this free service is available to allow victims to check on an offender's custody status and to register for automatic notification when a person is released from jail.
- (h) Notice regarding U-Visa and T-Visa application processes.
- (i) Resources available for victims of identity theft.
- (j) A place for the officer's name, badge number and any applicable case or incident number.
- (k) The mandated notices contained in Wis. Stat. § 950.08(2g) for crime victims, which includes a list of victim's rights under Wis. Stat. § 950.04(1v) and Wis. Const. Article I, § 9m.
- (l) Notice of legal rights and remedies available to domestic abuse victims that includes the statement: "If you are the victim of domestic abuse, you may contact a domestic violence victim service provider to plan for your safety and take steps to protect yourself, including filing a petition under s. 813.12 of the Wisconsin statutes for a domestic abuse injunction or under s. 813.125 of the Wisconsin statutes for a harassment injunction" (Wis. Stat. § 968.075).
- (m) Information on the Wisconsin Department of Justice Address Confidentiality Program for victims of abuse (Wis. Stat. § 165.68).

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318.6 WITNESSES

Officer should never guarantee a witness' safety from future harm or that their identity will always remain confidential. Officer may make practical safety suggestions to witnesses expressing fear of future harm or retaliation.

Officer should investigate allegations of witness intimidation and take enforcement action when lawful and reasonable.

Officers may provide witnesses with a witness information handout explaining their rights pursuant to Wis. Stat. § 950.04(2w) when appropriate.

318.7 WITNESS INFORMATION

The Administration supervisor shall ensure that witness handouts are available and current. The handout should include the rights of witnesses contained in Wis. Stat. § 950.04(2w).

Bias-Motivated Crimes

319.1 PURPOSE AND SCOPE

The Germantown Police Department recognizes and places a high priority on the rights of all individuals guaranteed under the Constitution and the laws of this state. When such rights are infringed upon by violence, threats or other harassment, this department will utilize all available resources to see that justice is served under the law. This policy has been developed to meet or exceed the provisions of the Matthew Shepard and James Byrd, Jr. Hate Crimes Prevention Act, and provides members of this department with guidelines for identifying and investigating incidents and crimes that may be motivated by hatred or other bias.

319.2 DEFINITIONS

Definitions related to this policy include:

Bias-motivated crime - A crime motivated by prejudice based on actual or perceived race, color, religion, national origin, ethnicity, gender, sexual orientation, gender identity or expression, or disability of the victim.

319.3 CRIMINAL STATUTES

- (a) Wis. Stat. § 943.012 - A person is guilty of a Class I felony when such a person intentionally causes criminal damage to or graffiti on:
 - 1. Any church, synagogue or other building, structure or place primarily used for religious worship or another religious purpose.
 - 2. Any cemetery, mortuary or other facility used for burying or memorializing the dead.
 - 3. Any school, educational facility or community center publicly identified as associated with a group of persons of a particular race, religion, color, disability, national origin or ancestry or by an institution of any such group.
 - 4. Any personal property contained in any of the properties in items 1, 2, or 3 above if the personal property has particular significance to any group of persons of a particular race, religion, color, disability, national origin or ancestry.
- (b) Wis. Stat. § 939.645 - Enhances the penalty for offenses where the victim is selected because of the offender's belief or perception regarding the race, religion, color, disability, sexual orientation, national origin or ancestry of the victim.
- (c) 18 USC § 245 - Federal law also prohibits discrimination-based acts and may be considered in addition to or in lieu of state law depending on circumstances.

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319.4 PREVENTING AND PREPARING FOR LIKELY BIAS-MOTIVATED CRIMES

While it is recognized that not all crime can be prevented, this department is committed to taking a proactive approach to preventing and preparing for likely bias-motivated crimes by among other things:

- (a) Making an affirmative effort to establish contact with persons and groups within the community who are likely targets of bias-motivated crimes to form, and cooperate with, prevention and response networks.
- (b) Providing victim assistance and follow-up as outlined below, including community follow-up.
- (c) Educating community and civic groups about bias-motivated crime laws.

319.5 PROCEDURE FOR INVESTIGATING BIAS-MOTIVATED CRIMES

Whenever any member of this department receives a report of a suspected bias-motivated crime or other activity that reasonably appears to involve a potential bias-motivated crime, the following should occur:

- (a) Officers will be promptly assigned to contact the victim, witness or reporting party to investigate the matter further as circumstances may dictate.
- (b) A supervisor should be notified of the circumstances as soon as practicable.
- (c) Once "in progress" aspects of any such situation have been stabilized (e.g., treatment of victims or apprehension of present suspects), the assigned officers will take all reasonable steps to preserve available evidence that may tend to establish that a bias-motivated crime was involved.
- (d) The assigned officers will interview available witnesses, victims and others to determine what circumstances, if any, indicate that the situation may involve a bias-motivated crime.
- (e) Depending on the situation, the assigned officers or supervisor may request additional assistance from investigators or other resources to further the investigation.
- (f) The assigned officers will include all available evidence indicating the likelihood of a bias-motivated crime in the relevant reports. All related reports will be clearly marked as "Bias-Motivated Crimes" and, absent prior approval of a supervisor, will be completed and submitted by the assigned officers before the end of the shift.
- (g) The assigned officers should also make reasonable efforts to assist the victim by providing available information on local assistance programs and organizations as required by the Victim and Witness Assistance Policy.
- (h) The assigned officers and supervisor should take reasonable steps to ensure that any such situation does not escalate further and should provide information to the victim

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regarding legal aid, e.g., a possible Temporary Restraining Order through the courts or District Attorney.

319.6 DETECTIVE BUREAU RESPONSIBILITIES

If a case is assigned to the Detective Bureau, the assigned investigator will be responsible for following up on the reported bias-motivated crime by:

- (a) Coordinating further investigation with the District Attorney and other appropriate law enforcement agencies.
- (b) Maintaining contact with the victim and other involved individuals, as needed.
- (c) Maintaining statistical data and tracking of suspected bias-motivated crimes as indicated or required by state law.

319.6.1 STATE BIAS-MOTIVATED CRIME REPORTING

This department shall submit bias-motivated crime information and offenses through Wisconsin's Uniform Crime Reporting (UCR) program at regular intervals as prescribed by rules adopted by the Wisconsin Office of Justice Assistance (OJA). This department will only report a bias-motivated crime when an investigation reveals sufficient evidence that an offender's actions were motivated, in whole or in part, by his/her bias. This shall be conducted by the Lieutenant assigned to UCR reporting.

319.6.2 FEDERAL BIAS-MOTIVATED CRIME REPORTING

The Lieutenant assigned to UCR reporting Administrative Assistant should include bias crime data reporting within the National Incident-Based Reporting System (NIBRS), Uniform Crime Report (UCR) and Summary Reporting System (SRS) reports pursuant to Records Section procedures and in compliance with (28 USC § 534(a)).

319.7 TRAINING

All officers of this department shall receive training on bias-motivated crime recognition and investigation and shall attend annual training which incorporates a bias-motivated crime training component.

Standards of Conduct

320.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of this department and are expected of all department members. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions but they do identify many of the important matters concerning member conduct.

In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a member's supervisor.

320.2 POLICY

The continued employment or appointment of every member of the Germantown Police Department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

320.3 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

320.3.1 SUPERVISOR RESPONSIBILITIES

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failure to promptly and fully report any known misconduct of a member to his/her immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a subordinate to violate a policy or directive, acquiesce to such a violation, or are indifferent to any such violation by a subordinate.
- (d) The unequal or disparate exercise of authority on the part of a supervisor toward any member for malicious or other improper purpose.

320.3.2 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

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No member is required to obey any order that appears to be in direct conflict with any federal law, state law or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that is in conflict with a previous lawful order, department policy or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict, will not be held accountable for disobedience of the lawful order or directive that was initially issued.

The person countermanding the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

320.4 GENERAL STANDARDS

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and Wisconsin constitutions and all applicable laws, ordinances, and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

320.5 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient department service.

320.5.1 LAWS, RULES AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate any policy, procedure, rule, order, directive, requirement or failure to follow instructions contained in department or Village manuals.
- (b) Disobedience of any legal directive or order issued by any department member of a higher rank.

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- (c) Violation of federal, state, local or administrative laws, rules or regulations.

320.5.2 ETHICS

- (a) Using or disclosing one's status as a member of the Germantown Police Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non- department business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts or money contrary to the rules of this department and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel or services.
- (g) Any other failure to abide by the standards of ethical conduct.

320.5.3 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Unless required by law or policy, discriminating against, oppressing, or providing favoritism to any person because of actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, economic status, cultural group, veteran status, marital status, and any other classification or status protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful.

320.5.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship while on-duty or through the use of one's official capacity.
- (b) Engaging in on-duty sexual activity including, but not limited to, sexual intercourse, excessive displays of public affection or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, as a result of an investigation, with a known victim, witness, suspect or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.
- (d) Associating with or joining a criminal gang, organized crime and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.
- (e) Associating on a personal, rather than official basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the member

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knows, or reasonably should know of such criminal activities, except as specifically directed and authorized by this department.

320.5.5 ATTENDANCE

- (a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to the place of assignment at the time specified and fully prepared to perform duties without reasonable excuse.

320.5.6 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained as a result of the member's position with this department.
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video, or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief of Police or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away, or appropriating any department property for personal use, personal gain, or any other improper or unauthorized use or purpose.
- (e) Using department resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

320.5.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including but not limited to failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments, or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the Department within 24 hours of any change in residence address or contact numbers.
- (f) Failure to notify the Department of Administration of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

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320.5.8 PERFORMANCE

- (a) Failure to disclose or misrepresenting material facts, or making any false or misleading statement on any application, examination form, or other official document, report or form, or during the course of any work-related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive or the willful and unauthorized removal, alteration, destruction and/or mutilation of any department record, public record, book, paper or document.
- (c) Failure to participate in, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department--related business.
- (d) Being untruthful or knowingly making false, misleading or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this department or its members.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency and discipline of this department or that would tend to discredit any of its members.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - 1. While on department premises.
 - 2. At any work site, while on-duty or while in uniform, or while using any department equipment or system.
 - 3. Gambling activity undertaken as part of an officer's official duties and with the express knowledge and permission of a direct supervisor is exempt from this prohibition.
- (g) Improper political activity including:
 - 1. Unauthorized attendance while on-duty at official legislative or political sessions.
 - 2. Solicitations, speeches or distribution of campaign literature for or against any political candidate or position while on-duty, on department property or while in any way representing him/herself as a member of this department, except as expressly authorized by Village policy, the collective bargaining agreement, or the Chief of Police.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by Village policy, the collective bargaining agreement, or the Chief of Police.
- (i) Any act on-- or off--duty that brings discredit to this department.

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320.5.9 CONDUCT

- (a) Failure of any member to promptly and fully report activities on his/her part or the part of any other member where such activities resulted in contact with any other law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest.
- (c) Exceeding lawful peace officer powers by unreasonable, unlawful or excessive conduct.
- (d) Unauthorized or unlawful fighting, threatening or attempting to inflict unlawful bodily harm on another.
- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful or discriminatory treatment of any member of the public or any member of this department or the Village.
- (g) Use of obscene, indecent, profane or derogatory language while on-duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the member's relationship with this department.
- (i) Unauthorized possession of, loss of, or damage to department property or the property of others, or endangering it through carelessness or maliciousness.
- (j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of department property or the property of another person.
- (k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement to include fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Chief of Police of such action.
- (m) Any other on- or off-duty conduct which any member knows or reasonably should know is unbecoming a member of this department, is contrary to good order, efficiency or morale, or tends to reflect unfavorably upon this department or its members.

320.5.10 SAFETY

- (a) Failure to observe or violating department safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver license, first aid).
- (c) Failure to maintain good physical condition sufficient to adequately and safely perform law enforcement duties.
- (d) Unsafe firearm or other dangerous weapon handling to include loading or unloading firearms in an unsafe manner, either on- or off-duty.

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- (e) Carrying, while on the premises of the work place, any firearm or other lethal weapon that is not authorized by the member's appointing authority, except as permitted under Wis. Stat. § 175.60(15m)(b).
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic crash.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable.

320.5.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication or drugs, whether legal, prescribed or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug or non-prescribed medication to any work site.

Information Technology Use

321.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper use of department information technology resources, including computers, electronic devices, hardware, software and systems.

321.1.1 DEFINITIONS

Definitions related to this policy include:

Computer system - All computers (on-site and portable), electronic devices, hardware, software, and resources owned, leased, rented or licensed by the Germantown Police Department that are provided for official use by its members. This includes all access to, and use of, Internet Service Providers (ISP) or other service providers provided by or through the Department or department funding.

Hardware - Includes, but is not limited to, computers, computer terminals, network equipment, electronic devices, telephones, including cellular and satellite, pagers, modems or any other tangible computer device generally understood to comprise hardware.

Software - Includes, but is not limited to, all computer programs, systems and applications, including shareware. This does not include files created by the individual user.

Temporary file, permanent file or file - Any electronic document, information or data residing or located, in whole or in part, on the system including, but not limited to, spreadsheets, calendar entries, appointments, tasks, notes, letters, reports, messages, photographs or videos.

321.2 POLICY

It is the policy of the Germantown Police Department that members shall use information technology resources, including computers, software and systems, that are issued or maintained by the Department in a professional manner and in accordance with this policy.

321.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails, texts or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any department computer system.

The Department reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the Department, including the department email system, computer network and/or any information placed into storage on any department system or device. This includes records of all keystrokes or Web-browsing history made at any department computer or over any department network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through department computers, electronic devices or networks.

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Information Technology Use

The Department will not request or require, as a condition of employment, that employees disclose access information for their personal Internet accounts or otherwise grant access to, or allow observation of, those accounts unless specifically permitted to do so under federal or Wisconsin law (Wis. Stat. § 995.55).

321.4 RESTRICTED USE

Members shall not access computers, devices, software or systems for which they have not received prior authorization or the required training. Members shall immediately report unauthorized access or use of computers, devices, software or systems by another member to their supervisors or Patrol Lieutenants.

Members shall not use another person's access passwords, logon information and other individual security data, protocols and procedures unless directed to do so by a supervisor.

321.4.1 SOFTWARE

Members shall not copy or duplicate any copyrighted or licensed software except for a single copy for backup purposes in accordance with the software company's copyright and license agreement.

To reduce the risk of a computer virus or malicious software, members shall not install any unlicensed or unauthorized software on any department computer. Members shall not install personal copies of any software onto any department computer.

When related to criminal investigations, software program files may be downloaded only with the approval of the information systems technology (IT) staff and with the authorization of the Chief of Police or the authorized designee.

No member shall knowingly make, acquire or use unauthorized copies of computer software that is not licensed to the Department while on department premises, computer systems or electronic devices. Such unauthorized use of software exposes the Department and involved members to severe civil and criminal penalties.

Introduction of software by members should only occur as part of the automated maintenance or update process of department- or Village-approved or installed programs by the original manufacturer, producer or developer of the software.

Any other introduction of software requires prior authorization from IT staff and a full scan for malicious attachments.

321.4.2 HARDWARE

Access to technology resources provided by or through the Department shall be strictly limited to department-related activities. Data stored on or available through department computer systems shall only be accessed by authorized members who are engaged in an active investigation or assisting in an active investigation, or who otherwise have a legitimate law enforcement or department-related purpose to access such data. Any exceptions to this policy must be approved by a supervisor.

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321.4.3 INTERNET USE

Internet access provided by or through the Department shall be strictly limited to department-related activities. Internet sites containing information that is not appropriate or applicable to department use and which shall not be intentionally accessed include, but are not limited to, adult forums, pornography, gambling, chat rooms and similar or related Internet sites. Certain exceptions may be permitted with the express approval of a supervisor as a function of a member's assignment.

Downloaded information shall be limited to messages, mail and data files.

321.4.4 OFF-DUTY USE

Members shall only use technology resources provided by the Department while on-duty or in conjunction with specific on-call assignments unless specifically authorized by a supervisor. This includes the use of telephones, cell phones, texting, email or any other "off the clock" work-related activities. This also applies to personally owned devices that are used to access department resources.

Refer to the Personal Communication Devices Policy for guidelines regarding off-duty use of personally owned technology.

321.5 PROTECTION OF AGENCY SYSTEMS AND FILES

All members have a duty to protect the computer system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care and maintenance of the computer system.

Members shall ensure department computers and access terminals are not viewable by persons who are not authorized users. Computers and terminals should be secured, users logged off and password protections enabled whenever the user is not present. Access passwords, logon information and other individual security data, protocols and procedures are confidential information and are not to be shared. Password length, format, structure and content shall meet the prescribed standards required by the computer system or as directed by a supervisor and shall be changed at intervals as directed by IT staff or a supervisor.

It is prohibited for a member to allow an unauthorized user to access the computer system at any time or for any reason. Members shall promptly report any unauthorized access to the computer system or suspected intrusion from outside sources (including the Internet) to a supervisor.

321.6 INSPECTION OR REVIEW

A supervisor or the authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof, whether such inspection or review is in the ordinary course of his/her supervisory duties or based on cause.

Reasons for inspection or review may include, but are not limited to, computer system malfunctions, problems or general computer system failure, a lawsuit against the Department

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involving one of its members or a member's duties, an alleged or suspected violation of any department policy, a request for disclosure of data, or a need to perform or provide a service.

The IT staff may extract, download or otherwise obtain any and all temporary or permanent files residing or located in or on the department computer system when requested by a supervisor or during the course of regular duties that require such information.

9.02 - FIREARMS AND OTHER DANGEROUS WEAPONS REGULATED. (Rep. & Recr. Ord. #16-95; Am. Ord. #7-11)

(1) **DEFINITIONS.** (Am. Ord. #4-96; Am. Ord. #15-11)

- (a) Weapon. Includes bow and arrow, crossbow, air gun, BB gun, sling shot, blow gun and other similar weapons, as well as those enumerated in §§175.60(1)(j) and 939.22(10), Wis. Stats., which are adopted by reference.
- (b) Firearm. A weapon which acts by force of gunpowder.

(2) **RESTRICTION ON USE OF FIREARMS AND OTHER WEAPONS.** Firearms and other dangerous weapons shall be discharged within the Village only by the following persons, and only in compliance with the following standards:

- (a) Law enforcement personnel in the performance of their duties.
- (b) Persons who have registered to shoot under subsection (3) below and their designated invitees, or pursuant to a special registration under subsection (4) below. (Am. Ord. #21-08)
- (c) Hunting. (Cr. Ord. #20-13) The use of rifles for hunting within the Village is prohibited. Hunting within the Village shall be limited to bow, shotguns, muzzleloaders, handguns and rimfire rifle use only.

(3) **SHOOTING REGISTRATION.**

- (a) Required. No person may discharge any firearm or other dangerous weapons in the Village without the landowner or designated invitee registering with the police department that shooting will be taking place on an identified property.
- (b) Registration. Registration to shoot shall be made by calling the police department or appearing in person to register. Registration shall include the following:
 - 1. An address of the property where shooting or hunting will take place.
 - 2. The person registering shall be the landowner or his/her designated invitee.
 - 3. The number of hunters and/or people shooting, (in accordance with Wisconsin Department of Natural Resources regulations) will be at the discretion of the landowner or their designee.
 - 4. Expiration date. All registrations shall expire on August 31 of each year.
- (c)

**BUSINESS OF THE GERMANTOWN PUBLIC SAFETY
COMMITTEE**

MEETING DATE: February 1, 2021

PLACEMENT New Business

ITEM TITLE: Summary of IAF Local 4854 Contract for 2021

SUBMITTED BY: Michelle Tucker

SUMMARY EXPLANATION:

The contract for 2021 with the IAF Local 4854 was ratified by the union shortly. It will be presented to the Village Board for approval on Monday February 15. For reference, here is a summary of changes:

- It is a one-year contract, with a 2% increase for 2021 for all represented employees. Estimated cost \$13,294; budget included a 2% increase.
- The sick time policy and overtime policies have been changed to match the policies for non-represented employees.
- The temporary Battalion Chief step-up pay was changed to a stipend of \$125 per 24-hour shift rather than temporarily increasing pay to the Battalion Chief rate. Total cost savings of this change would be difficult to calculate, but in some instances, the cost of the step-up pay could be as much as \$150 per shift, so the stipend change would be a savings of up to \$25 per shift. This change simplifies payroll.
- A definition of Paid on Premise was included; additionally, there is no longer a separate contract for Paid on Premise/Paid on Call.
- Uniform allowance for POP staff was reduced from \$200 per year to \$75 per year; the EMT full time clothing allowance was increased by \$150 per EMT for 2021 because of wear related to COVID precautions. This cost is offset by not purchasing Class A uniforms in 2021. The budget for uniforms covers the cost of all changes.
- Start times were changed for all shifts to 0700. No cost associated.
- The percentage of sick leave allowable for conversion to health insurance coverage at the time of retirement was changed from 50% to 55% to match the agreement with the Police Union.
- Regular full-time employees will accrue 12 hours of sick leave per month instead of 11.6 hours. The estimated cost for this for all employees is \$1150 per year; sick time is not separated out in the budget, but the cost will be covered by the personnel budget for 2021.
- A Lieutenant payrate was created; eligible full-time employees filling the role will receive a 5% increase over their current pay rate. Estimated cost \$7500; budget included this amount.
- The contract was reorganized, and some language changed for clarity.

ATTACHMENT: ORDINANCE____ RESOLUTION ____OTHER ☒ IAF 4854 Contract

RECOMMENDATION: Item is Informational Only.

Restricted Shooting Areas. (Am. Ord. #35-95) Except as provided in subsection (6) below, no registrations shall be issued for Sections 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and Wilderness Park as located in Section 12, all being in Town 9 North, Range 20 East, in the Village.

(d) Shooting Regulations.

1. The discharge of firearms shall be limited pursuant to Wisconsin Department of Natural Resources regulations.
 2. It shall be unlawful for any person to discharge a firearm or other dangerous weapon within the Village in a careless and negligent manner and without due caution, or in willful or wanton disregard for safety, so as to endanger or be likely to endanger property or any person.
 3. It shall be unlawful for any person other than a police officer in the performance of official duties to use or discharge a firearm or other dangerous weapon:
 - a. Within 300 feet of a building devoted to human occupancy without the permission of the owner or occupant. The term "building," as used in this subsection, shall not include a tent, bus, truck, recreational vehicles, or similar portable unit.
 - b. Within any Village park or other land owned by the Village.
 - c. Within any publicly owned land except as expressly allowed and duly authorized by state law.
 4. In no case shall a firearm or other dangerous weapon be discharged in a direction that could result in the projectile landing on or flying over any adjacent property parcel unless the owner of such adjacent property has given written permission to do so.
- (4) **SPECIAL REGISTRATION.** (Am. Ord. #21-08) Special registration for the preservation of crops or target shooting may be granted by the Police Chief or his designee.
- (5) **LIABILITY NOT ASSUMED.** The Village does not assume any liability for damages to persons or property caused by the discharge of firearms or other dangerous weapons.
- (6) **PENALTY.** Any person who shall violate any provision of this section shall be subject to a penalty as provided in section 25.04 of this Code.

State law references—Weapons generally, Wis. Stats. § 941.20 et seq.; local regulation of firearms, Wis. Stats. § 66.0409.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF GERMANTOWN

AND

INTERNATIONAL ASSOC/ATION OF FIREFIGHTERS LOCAL4854

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This AGREEMENT is made and entered into between the Village of Germantown, Wisconsin, hereinafter referred to as the "Employer" and the Local 4854, International Association of Fire Fighters, hereinafter referred to as the "Association" on behalf of and covering only the regular full-time and regular part-time employees of the Employer's Fire Department, in the classification of Firefighter and Emergency Medical Technician, hereinafter referred to as the "Employees."

ARTICLE I - PURPOSE

It is the purpose of the Agreement and the desire of both parties hereto to protect and promote the interests of the general public to whom the parties provide services, to maintain harmonious labor relations, to obtain a complete agreement covering wages, hours of work, and conditions of employment to provide for the well-being of the employees and to allow the Employer to operate and manage its affairs as efficiently and flexibly as possible. All references to employees in the male or female gender shall be interchangeable where applicable.

ARTICLE II - RECOGNITION

Section 2.1: The Employer hereby recognizes the Association as the exclusive bargaining agent for the regular full-time and regular part-time employees of the Employer's Fire Department, excluding professional, supervisory, managerial, volunteer, temporary, clerical, and confidential employees.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1: The Employer possesses the sole right to operate the Fire Department and all management rights and functions repose in it. These rights include, but are not limited to, the following:

- To direct all operations of the Fire Department;
- To establish reasonable work rules, to establish, modify or change work schedules, manning of apparatus, or the amount of apparatus in the fleet, and to assign working hours including overtime;
- To hire, promote, transfer, schedule and assign employees in positions within the Fire Department, and to hire, promote, transfer, schedule and assign to supervisory or other technical or managerial positions, or to positions outside the classification of the Fire Department;
- To suspend, demote, discharge and take other disciplinary action against employees for cause;
- To take whatever action is necessary to comply with State or Federal law;
- To allocate and assign work to employees within the Department;
- To relieve employees from their duties because of lack of work, lack of apparatus, or any other legitimate reason;
- To maintain the efficiency of Fire Department operations and facilities, and to introduce new, improved, or different methods and techniques of operation of the Fire Department or of changes in existing methods or techniques;

- To determine and change the scheduling of operations and determination of the number and duration of hours of assigned duty per week;
- To determine the amount of supervision necessary;
- To contract out for goods and services for ancillary services as long as no current bargaining unit personnel are displaced by such contracting out;
- To determine the methods, means and personnel by which Fire Department operations are to be conducted and to determine the number of ranks and the number of firefighters within each rank;
- To take whatever action is necessary to carry out the functions of the Fire Department in situations of emergency;
- To determine the kinds and amounts of services to be performed as pertains to Fire Department operation; and the number and kind of classifications to perform such services;
- To assign other duties to members of the Fire Department as these duties relate to the administration and operation of the Fire Department;
- To organize, reorganize or change the size of the Department, and the determination of job classifications and ranks based on duties assigned, including the size of the Fire Department and determination of job classifications and ranks based on duties assigned;
- To determine health-, safety-, and property-protection measures for the Fire Department; and
- To determine policy affecting selection and training of firefighters.

Section 3.2: These rights shall be exercised consistently with Chapter 111 of the Wisconsin Statutes and the express terms of this Agreement. Nothing herein contained shall divest the Association of any of its rights under Wisconsin Statutes.

ARTICLE IV - SALARIES

Section 4.1: Salaries shall be paid as listed on Appendix A, as attached hereto, and made a part hereof.

ARTICLE V - WORKDAY AND WORK WEEK

Section 5.1 - Workday: A normal workday for all regular full-time employees working the fifty hour workweek schedule shall consist of working ten (10) hour consecutive hour shifts commencing at 07:00 the start of the employee's normally assigned shift, until 18:00 19:00. A normal work-day for all regular full-time employees working the twenty-four (24) hour schedule shall consist of working twenty-four (24) consecutive hour shifts at 07:00, the start of the employee's normally assigned shift, until 07:00 the following day. A normal workday for all regular full-time employees working the fifty-hour (50) workweek flex schedule shall consist of working ten (10) consecutive hour shifts commencing at 07:00.

Section 5.2 Work Week: The normal work week for regular full-time employees working the fifty-hour (50) workweek schedule shall be Monday through Friday at ten (10) consecutive hours per workday. The normal work week for regular full-time employees working the twenty-four (24) hour shifts shall be fifty-six (56) hours per week by working a cycle of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. The normal work week for regular full-time employees working the full- time flex schedule shall be fifty (50) hours per week. The Village' s utilization of the 24 hour shifts is based on such employees assigned two-hundred sixteen (216) hours in a twenty-seven (27) day work cycle. Except when designated by the Fire Chief or the Chiefs designee, no employee shall be permitted to work in excess of seventy-two (72) hours straight without a twelve (12) hour break in between shifts.

Section 5.3: Bargaining unit members shall have a one (1) hour paid lunch. If the lunch period is interrupted by a call to duty, the employee may finish the remaining lunch period at another period during the day.

Section 5.4: All overtime hours must be approved by the Chief or the Chiefs representative.

Section 5.5 Paid on Premise: The duty of a Paid-on-Premise employee is to cover shifts on the department schedule. These shifts will be worked as a 12 or 24 hour shift with the assigned pay rate. Paid on Premise employees may also respond to the fire station to backfill during times of high call volume, as part of a fire company, or as requested by the officer in charge. The POP employee is certified as, minimally, a FF or EMT-basic, preferably both. This employee is expected to uphold all department policies and procedures and work alongside the full-time employees. All POP are able to fill a shift as deemed necessary by the fire chief or the battalion chief on duty. These POP employees are entitled on a first come, first serve basis to fill a vacation or compensatory time spot vacated by a full-time employee with the minimum requirements of a FF/EMT-B. Management rights will be applied to the vacated spot as

necessary to support staffing of Germantown Fire Dept."

ARTICLE VI- OVERTIME

Section 6.1: For regular full-time employees working the twenty-four (24) hours shifts, overtime is any time worked by an employee outside of his/her regularly assigned shift. For regular full-time employees working the regular fifty (50) hour shift, overtime is any time worked by an employee at the direction of the Employer in excess of forty (40) hours paid per week and hours outside of his/her regularly assigned shift. For regular full-time employees working the fifty (50) hour flex shift, overtime is any time worked by an employee at the direction of the Employer in excess of fifty (50) hours per week and hours outside of his/her regularly assigned shift. Employees working overtime shall be compensated for such time at a pay rate of time and one-half (1-1/2) based on his or her normal hourly rate of pay. Overtime will be computed at the nearest quarter hour.

Employees who are called in prior to their regularly scheduled shift shall be allowed to complete his or her full regular shift unless otherwise mutually agreed. Time paid for those employees earning compensations for a recognized holiday occurring during that workweek will be counted as hours worked for overtime calculation purposes. Additionally, any prescheduled leave including planned vacation, sick time or compensatory time will count toward time worked for overtime calculation. To be considered "prescheduled" the time must have been approved by the supervisor. Time taken that is not approved is not considered as time worked.

Section 6.2 - Compensatory Time Off: Employees may accumulate overtime earned as compensatory time off in lieu of cash payment subject to the provisions of this paragraph. Compensatory time off will accumulate at the rate of one and one-half (1-1/2) hours for each hours of compensatory overtime hour worked. Employees may accumulate up to one hundred (120) hours of compensatory time.

At the end of the year, employees may carry over accumulated compensatory time to the next year or accept a payout of accumulated compensatory time.

Compensatory time may be taken at the employee's discretion with prior approval of the Chief or his designated representative. Compensatory time may be granted in blocks of one (1) or more hours with the approval of the Chief or his designated representative. Compensatory time off requests may be submitted at any time. However, when practicable, the request must be turned in at least seven (7) days prior to the date of the requested time off. Compensatory time off may be taken at the beginning or end of the shift. In the event an employee incurs overtime by working for another employee who is off on compensatory time, said employee working the overtime must take the overtime payment in cash

rather than compensatory time off.

Should an employee resign or be terminated, compensatory time shall be paid to the employee at the rate in existence at the time of resignation or termination, or the rate prescribed by the Fair Labor Standards Act, whichever rate is higher.

Section 6.3 - Call-In Overtime: Regular full-time and part-time employees called in to work by the Chief or the Chiefs designees on other than a regularly scheduled time shall be entitled to at least two (2) hours' work, or pay therefore, at time and one-half (1-1/2) regardless of the length of time less than two (2) hours which they may work. An employee shall not be entitled to the two (2) hour minimum when he or she is instructed to report early for a particular shift, is required to remain after the close of this shift or is called in for an entire shift or split shift pursuant to this Article. In the event that an emergency incident requires a call in and the employee reports less than two hours prior to the employee's normal workday and that incident lasts until the start of the workday, then the employee will be paid at time and one-half (1-1/2) from the initiation of time worked at the incident until the employee's normal workday starts. Regular full-time and part-time employees called in to work through the paging system for company duty assignment shall be entitled to at least two (2) hours' work, or pay therefore, at straight time for the first call-in during a calendar day 24-hour period, and then at the rate of one and one-half hours work, or pay therefore, at straight time for each subsequent call-in through the paging system that calendar day, regardless of the length of time less than the paid time which they may work. If an employee has already worked overtime based on meeting the number of hours in the work period or work week when the paging system call in occurs, then the minimum paid time above shall also be at the overtime rate regardless of the length of time less than the paid time which they may work.

Section 6.4 - Training Overtime: All training overtime must be authorized by the Fire Chief. The employer has the authority to change the employee's shift so as to accommodate training and thereby avoid the payment of overtime by mutual agreement.

Section 6.5- Trade Days: Employees shall be allowed to trade days or shifts under mutual agreement subject to the approval of the Chief or the Chiefs representative. All requests for exchange of time or shift swap (trades) shall be requested at least 48 hours in advance and must be filled within three months. The employees must submit the request to the Fire Chief Office's for approval. The employee working the trade shall not be paid for those hours. Hours worked during the trade shall be excluded by the employer in the calculation of the hours for which the employee working may otherwise be entitled to overtime compensation under the Fair Labor Standards Act. If the employee scheduled to

fill the trade calls in sick or is unavailable, then that employee's leave bank shall be charged, as applicable, and that employee shall be held accountable for said vacancy. Employees requesting a trade must have at least twelve hours paid leave time in order to be eligible to trade. The Village assumes no liability or responsibility for repayment of trade time that is unfulfilled. The employee must maintain record regarding trade times exclusive of the written request. Permanent shift changes only may occur if a minimum of two (2) weeks' notice is given and only with the approval of the Chief or the Chiefs representative. It shall be the normal procedure to assign the employee to his or her next regular shift under such circumstances, subject to changes by the Chief or the Chiefs representative.

ARTICLE VII - EDUCATION

Section 7.1: For courses enrolled in after May 1, 2000, employees may be reimbursed for one-half (1/2) of the per credit or tuition amount per semester for courses successfully completed in and enrolled in accordance with the terms of this policy. Courses eligible for inclusion in this policy:

- shall be attended in residence at a college, university, or technical college;
- shall be listed in the current school catalog and class schedule of the respective school;
- shall be related to the employee's current work duties for the Village of Germantown; and
- shall be contained within a program of study for which credit is given toward a degree or associate degree from the college, university, or technical college.

Approval for inclusion of course work under this section shall be sought in the following manner: submittal of a request on an Approved Educational Incentive Program form to the Fire Chief for review relative to course value to the Fire Department and relationship of the course to the employee's current position with the Germantown Fire Department. The request shall be submitted to the Fire Chief for consideration and approval or disapproval. Any approval must be obtained prior to the employee enrolling in any course for which the benefits of this program are applied.

Section 7.2- Training: All Germantown Fire Department employees who attend association meetings, conferences, training sessions, institutions, workshops, seminars, or special classes during regular working hours and who receive prior approval, as specified below, will be considered for purposes of time reporting and payroll to be at work during the period of meetings; training and seminars. The hours of work are only for work related topics and time. Activities that are social in nature and not related to the job are not accountable hours.

Prior approval of the Fire Chief must be obtained in writing before any employee attends association meetings, conferences, training sessions, institutions, workshops, seminars, or special classes during

regular working hours. The attendee must submit a written request indicating all pertinent details including any request for crediting of time or reimbursement of fees to the Fire Chief. A signed voucher would mean approval.

Upon successful certification or completion, some classes attended which are State Certified, are reimbursed by the State of Wisconsin, including tuition, mileage, food, and lodging. The Fire Chief will be responsible for submitting the appropriate form to the state for reimbursement.

Training Request Procedure:

Requests must be made on a Germantown Fire Department form. The forms may be obtained from the Chief or the Chiefs designee.

Costs Covered: When a request for training is approved, the employee's registration, tuition, related publications, reasonable transportation, and lodging costs will be covered by the Village. Receipt retention and submission is required for such cost coverage. Employees will receive \$25.00 per day for meal allowance for each full day they are engaged in training or conferences, this allowance does not cover alcoholic beverages. There are some restrictions as it relates to breakfast and dinner. If you are going to be returning home the night of a conference, then the dinner allowance will not be allowed. The same goes for breakfast the morning that you leave; this will not be allowed. A breakfast is only covered if you will be staying overnight the day before the conference or seminar and dinner will only be allowed if you are staying overnight the night of a conference.

Out-of-State Training for the Germantown Fire Department shall be approved during the budget process. The Germantown Fire Department will attempt to provide a vehicle for transportation for all training. All requests for mileage reimbursement require prior department approval by the Fire Chief. Requests will be submitted in writing to the Fire Chief one week prior to requested training. Approved reimbursement will be submitted on the Village of Germantown itemized Expense Statement. Reimbursement will be the current rate of the Village of Germantown.

Section 7.2(a) - Paramedic Training: All Full-Time Germantown Fire Department Employees that attend EMT-Paramedic Training during their regular working hours and who receive prior approval from the Fire Chief for that designated program will be considered for purposes of time reporting and payroll to be at work during the period of meetings, training and clinicals, each subject to approval by the Chief, during that program. Meetings, training, and clinicals during non-shift hours or not approved by the Chief will not be considered for purposes of time reporting and payroll to be at work during the period of meetings, training and clinicals. The Village shall only reimburse employees for the approved costs of the first test and the first course after successful completion and licensure as a paramedic.

The employee approved for the program will be subject to modification of his or her schedule to permit attendance without incurring overtime and employees filling in for the employee will be paid at straight time.

If the employee leaves employment with the Village for any reason within five years of incurring costs for a Department-approved EMT-Paramedic course for certification or licensure, then the employee shall reimburse the Village for costs incurred according to the schedule below. If the employee fails to pass a Paramedic exam or fails to complete a course for an approved Paramedic course for certification, recertification or licensure, then the employee shall reimburse the Village the full expense. The cost is reduced or excluded if the Department receives reimbursement from another source for the course.

Reimbursement Schedule based on separation from employment prior to the following dates:

- within one year - 100% costs
- within two years - 80% costs
- within three years - 60% costs
- within four years- 40% costs
- within five years - 20% costs
- After five years - 0%costs

If a full-time firefighter resigns employment for the purpose of new full-time employment with a fire department within three years of the completion of the course, the employee will reimburse the Village 100% of the costs.

Employee must reimburse employer within 60 days of invoice by the Village.

Intent of Schedule is that it begins on day one of the completion of the course or receipt of results of the passing exam.

Section 7.3 - Recertification: All employees are responsible for maintaining applicable certification status and seeking appropriate recertification when necessary. The Department will reimburse full-time employees and part-time employees for the cost of certification and recertification when necessary. All requests for reimbursement for certification and recertification must be presented to the Chief for approval prior to signing up for the certification or recertification program. All costs of certification and recertification paid for by the Department must be repaid by a part-time employee if the part-time employee leaves the Department for any reason within six months after receiving the certification or recertification.

Section 7.4 - Employee Reimbursement to Department: If the employee leaves employment with the Village for any reason within two years of incurring costs for a Department-approved course for certification, recertification or licensure (costs are identified as tuition, materials, exams, physical exams,

and shots), then the employee shall reimburse the Village according to the schedule below. If the employee fails to pass an exam or fails to complete a course for a Department-approved course for certification, recertification or licensure (costs are identified as tuition, materials, exams, physical exams, and shots), then the employee shall reimburse the Village. The courses FFI, MPO and EMT-B are excluded if the Department receives reimbursement from another source for the course.

Reimbursement Schedule based on failure of course, drop out of course, failure to certify or resignation from employment prior to the following dates:

- 365 days - 100% costs
- 366-730 days - 50% costs
- More than 730 days - 0% costs

If a full-time firefighter resigns employment within 730 days for the purpose of new full-time employment with a fire department within 730 days of the beginning of the course, the employee will reimburse the Village 100% of the costs.

Employee must reimburse employer within 60 days of invoice by the Village. *Intent of Schedule is that it begins on day one of the course.*

ARTICLE VIII- LEAVES OF ABSENCE

Section 8.1 - FMLA Leave: Provisions of the Family Medical Leave Act and applicable Wisconsin laws govern all employee requests for leaves without pay.

Section 8.2 - Military Leave: Employees shall be granted a leave of absence for tour of military duty, reserve training, National Guard duty or other qualifying military-related activity according to the rights and limitations of Wisconsin Statute section 45.50 and other applicable state and federal law. If you receive notice that you will be taking military leave, please notify the Fire Chief as soon as possible to discuss that leave. Any employee who is a member of the United States Military Reserve and who is called upon for Reserve Training shall be paid the difference between his or her military base pay and his or her regular weekly earnings, not to exceed two weeks for anyone calling.

Section 8.3 - Jury Duty: Any employee subpoenaed for jury duty shall be paid his or her regular wages and shall turn over to the Village Clerk any monies excluding mileage allowances he or she shall receive from the parties as a result of jury or witness service. Employees are required to return to work when they are released from jury duty at least two hours prior to the end of their regular work shift.

Section 8.4 - Subpoenaed Witness: Any employee subpoenaed as a witness in an action as a

result of his or her employment with the Village shall be paid his or her regular wages and shall turn over to the Village Clerk any monies excluding mileage allowances he or she shall receive from the parties as a result of witness service. Employees are required to return to work when they are released from serving as a witness at least two hours prior to the end of their regular work shift.

ARTICLE IX - HOLIDAYS

Section 9.1: Regular full-time employees shall receive the following as paid holidays:

New Year's Day

Friday before Easter

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve

For employees working a 50-hour workweek schedule, if a holiday falls on a Saturday, the preceding workday will be observed as a holiday. If a holiday falls on a Sunday, the following workday will be observed as the holiday. Normal holiday pay is for a standard workday for regular full-time employees at the employee's regular pay rate. These employees also receive one floating holiday.

For employees working a 24-hour shift schedule, the employee receives his or her regular rate of pay for work performed on the holiday. Each 24-hour employee employed and actively working (or using paid time off) on or the day before or after the holiday also receives 8 hours additional pay as paid time capped at 80 hours per year. This provision applies only to actual holidays, as distinct from those Fridays or Mondays on which full-time 50 hour per week employees observe weekend holidays. These employees also receive one floating holiday of 12 hours. Paid on Premise staff working on a holiday will be paid at the rate of time and one half.

ARTICLE X - VACATIONS

Section 10.1 - Vacation Schedule:

Employees who are regularly scheduled on a full-time, twelve-month basis as fifty-hour per week scheduled employees shall be eligible for vacation with pay on the following schedule:

After one (1) full year of service	ten (10) workdays
After seven (7) years of service	fifteen (15) workdays
After fifteen (15) years of service	twenty (20) workdays
After twenty (20) years of service	twenty-five (25) workdays

Employees who are regularly scheduled on a full-time, twelve (12) month basis as twenty-four hour per shift scheduled employees shall be eligible for vacation with pay on the following schedule:

After one (1) full year of service	five (5) workdays
After seven (7) years of service	seven (7) workdays
After fifteen (15) years of service	ten (10) workdays
After twenty (20) years of service	twelve (12) workdays

Section 10.2 -Accrual: In all cases the employee is entitled to a regular vacation only after he or she has passed his or her first anniversary date. Thereafter, at the beginning of each calendar year the employee's vacation benefits will be those of the anniversary dates falling within that calendar year.

Section 10.3-Termination of Benefits: In case of termination, an employee shall be paid his or her accrued and unused vacation, calculated from his or her anniversary date to his or her termination date, provided a minimum of two (2) weeks notice is given to his or her supervisor.

Section 10.4 - Scheduling: Between January 1 and January 31, employees may request in writing up to two (2) weeks of their vacation and it shall be granted based on employee's seniority. The employer shall post a vacation schedule based on these requests by February 7.

Between February 1 and February 28, employees may request in writing any remaining vacation and it will be granted based on employee's seniority. The employer shall post a vacation schedule based on the requests in Subsection A and B by March 7. After February 28, vacation requests shall be granted on a "first-come, first-serve basis," subject to Department staffing needs. Employer shall give employees in writing a slip designating if they have been approved for this vacation within three (3) working days of the employee's written request.

No more than one (1) bargaining unit employee may preschedule (before February 28) vacation at any one time. This limit may be exceeded if approved by the Fire Chief or the Chiefs representative.

Employees who need to cancel vacations shall give at least five (5) business days written notice of such to the Fire Chief or the Chiefs representative. The Fire Chief or the Chiefs representative shall give a response within 48 hours of the request, and denials shall not be arbitrary, capricious or discriminatory.

Section 10.5- No Accumulation: Vacation for an employee shall not be cumulative from calendar

year to calendar year, unless permission is received from the Village Administrator.

Section 10.6 – Extended Time-Off: All employees must forward a written "Leave of Absence" request to their supervisor if they apply for more time off than is allowed by the vacation policy.

ARTICLE XI- SICK AND EMERGENCY LEAVE

Section 11.1:

All regular full-time Employees working a fifty-hour schedule shall be credited for one (1) regular workday often hours of sick leave per month, up to an accumulated total of twelve (12) days of sick leave per year. All regular full-time Employees working a twenty-four hour shift schedule shall be

50 Hour Week/24 Hour Shift	50 Hour Week/24 Hour Shift
120/139.2 hours accumulated	50/58 hours vacation
90-11-/104.4-139.1 hour accumulated	40/46.4 hours vacation
70--89 / 81.2-104.3 hours accumulated	30 / 34.8 hours vacation
50--69 /58-81.1 hours accumulated	20 / 23.2 hours vacation
30--49 / 34.8-57.9 hours accumulated	10 /11.6 hours vacation
0--29 / 0-34.7 hours accumulated	0 hours vacation

credited for 12hours of sick leave per month, up to an accumulated total of 144 hours of sick leave per year. Employees are eligible to collect sick leave on the first day of the month after the employee has worked for the Employer for one full month. Sick leave may be applied only to days that the employee is regularly scheduled to work and may not be used until ninety (90) days after the employee begins accumulating sick leave. The employees shall not be allowed to accumulate sick leave in excess of fifteen hundred (1500) hours.

Section 11.2: After an employee has attained the maximum accumulation of sick leave, the employee will become eligible to accumulate sick leave, and if a required sick day was taken, the employee would be able to draw from this additional annual accumulation, however, for any remaining sick leave accumulated during that year, the Employer would grant vacation in accordance with the following schedule to be taken during the subsequent year depending on whether the employee is scheduled on the 50 hour weekly schedule or the 24 hour per shift schedule. Each year is treated separately, and each year is an accumulation by itself. Further, the vacation calculations start over each year.

Section 11.3: A regular full-time employee working a fifty hour schedule shall be granted three days leave with pay for the death of an immediate family member of the employee. A regular full-time employee working a twenty-four hour schedule shall be granted one shift leave with pay for the death of an immediate family member of the employee. Said immediate family member being defined as

follows: Spouse, mother, father, child, grandchild, grandparent, brother, sister, mother-in-law or father-in-law, step brother or step sister, step-mother or step-father, provided that such step-brother, step-sister, step-mother or step-father was a member of the household during the employee's childhood and when the employee was within the household

Section 11.4: An employee absent because of sickness or injury shall notify the Chief or the Chiefs representative of that fact prior to the employee's normal starting time. Failure to notify the supervisor may result in the loss of sick leave payments subject to the discretion of the Chief.

Section 11.5: Any employee absent due to illness for more than three (3) days may be required to obtain a certificate from the attending physician describing the reason and disposition. The Employer further reserves the right to have an employee claiming sick leave examined by a physician of its own choosing at no cost to the employee.

Section 11.6: All sick leave shall be subject to administration by the Chief and abuse of sick leave may subject the employee to discipline.

Section 11.7: Regular full-time employees may use any of their accumulated sick leave per year in the event that their presence is required due to an illness or injury of a member of their immediate family. Immediate family is defined as spouse, parent, or dependent child.

Section 11.8: In order to be eligible for holiday pay, the employee must work the workday immediately preceding and the workday immediately following the holiday, unless the employee is absent on a paid leave of absence specified in this Agreement, or unless otherwise excused by the Chief or the Chief's representative. If an Employee is absent, comes in late or leaves early on the workday immediately preceding or the workday immediately following the holiday because of illness, then the employee must present a valid medical excuse to receive payment for the holiday.

Section 11.9: Employees who retire and are eligible to draw a WRS annuity may convert fifty percent (55%) of their unused accumulated sick leave into dollars at the time of retirement which must be applied to the continuation of health insurance coverage and will not be paid in cash to an employee. Employees may continue in the Village Health Insurance Plan at their own expense until comparable coverage is available from another employer or until the retiree attains the age where the retiree may convert to Medicare supplemental insurance at the retiree's own expense. Provided, however, if there is a balance in the retiree's sick leave conversion plan, the balance in the retiree's sick leave conversion plan shall be used to offset Medicare supplemental insurance until the sick leave account has been exhausted. The Village will provide assistance to retirees with respect to said conversion. If a retiree dies before using up all of the accumulated sick leave, the balance of the sick leave shall be used by the spouse/beneficiary provided

they are covered under the same health insurance plan as the deceased retiree.

ARTICLE XII - INSURANCE

Section 12.1- Hospitalization and Surgical Care Coverage: The Employer shall provide hospitalization and surgical care coverage under the Employer's health insurance plan.

2021 Village will contribute \$1250 single \$2500 family to the HSA savings account for persons in the Silver Plan. 12% premium contribution Gold and Silver Plans.

The employer may, from time to time, after due notice in writing to the Association, change the insurance carrier or self-fund its health care program, if it elects to do so. Nothing in this Article shall prohibit any employees from purchasing additional hospitalization or surgical care insurance at the employee's own expense. No claim shall be made against the Village for additional compensation in lieu of or in addition to an employee's insurance premium paid because the employee does not qualify for the family plan.

Section 12.2 - Dental Insurance: The Village shall provide dental insurance and pay the full premium. A level of coverage provided shall not be changed without approval of the Association. The Employer may, from time to time, after due notice in writing to the Association, change the insurance carrier and/or self-fund its health care program, if it elects to do so.

Section 12.3 - Life Insurance: The Employer shall provide term life insurance coverage to each employee in an amount equal to one thousand dollars (\$1,000) of insurance for each one thousand dollars (\$1,000) of base salary rounded to the next highest one thousand dollars (\$1,000). This insurance shall be provided through the State of Wisconsin. Additional insurance available through the plan may also be purchased at the employees' expense via payroll deduction.

Section 12.4 - Section 125 Plan: The Employer agrees to provide an Internal Revenue Code Section 125 plan for full-time employees.

ARTICLE XIII- PART-TIME EMPLOYMENT

Section 13.1: Employees are allowed to obtain part-time employment with another Employer other than the Village of Germantown upon the following conditions:

Written notification of time of commencement of part-time employment and filed with the Chief prior to the commencement of employment. Name of part-time Employer and proposed hours worked shall be filed with the Chief in writing prior to the commencement of employment.

Section 13.2: No part-time work secured by any employee may interfere with the employee's full-time occupation with the Village of Germantown Fire Department. If such employment interferes

in any way with the employee's duties with the Village of Germantown Fire Department, said employee shall modify or terminate his part-time employment immediately.

ARTICLE XIV - SENIORITY CLAUSE

Section 14.1: Seniority shall be determined by the employee's length of service as a regular full- or part-time firefighter/EMT retroactive to the last date of hire. Current part-time employees hired as full- time employees shall have no break in his or her seniority from his or her original hiring date. Seniority shall continue to accrue during periods of sick leave, time spent in the armed forces on military leave of absence, approved leave of absence, Worker's Compensation, and for a period of up to two (2) years while an employee is on layoff.

Section 14.2: An employee shall forfeit his seniority rights only for the following reasons:

- Resignation.
- Dismissal with noreinstatement.
- Retirement on regular service retirement.
- Is absent from work for three (3) consecutive working days without notification to and approval by the Employer unless unable to notify for physical or other reasonable excuse.
- Fails to indicate his or her intent to report to work within ten (10) calendar days after having received notice of recall by certified mail, unless the employee is unable to notify the Employer for physical or other reasonable excuse.
- Fails to report to work within three (3) workdays from a mutually agreed upon expiration date for a leave of absence.
- Is on lay-off status for more than two (2) years.

Section 14.3: Choice of vacations and furloughs shall be by seniority, consistent with the efficient operation of the Department, as determined by the Chief or the Chiefs representative.

Section 14.4: In the event it becomes necessary or requested, an up-to-date seniority list showing names and length of service shall be provided for inspection by members of the Department.

ARTICLE XV - RETIREMENT

Section 15.1: All employees who are expected to work at least one year and who work in excess of twelve hundred (1200) hours per year shall belong to the Wisconsin Retirement System (WRS). An eligible employee initially employed by the Village after July 1, 2011, shall pay the full amount of the employee's contributions as required by the Wisconsin Retirement System. Effective January 1, 2014, eligible employees initially employed by the Village prior to July 1, 2011 shall

contribute the full general employee contribution to the Wisconsin Retirement System.

ARTICLE XVI - UNIFORMS

Section 16.1 Following completion of probation, regular full-time Firefighters shall receive one Class "A" Uniform consisting of a Dress Jacket, Dress Pants, Dress Cap, Black Tie, Emblems and Uniform Rank Insignias. ***Due to monies allocated for COVID expenses, purchase of Class "A" uniform is suspended until the next contract.*** Upon hire, regular full-time shall receive two Short sleeve shirts with appropriate patches, two Long sleeve shirts with appropriate patches, three polo shirts, two Job shirts, 4 pants, 5 "T" shirts, one badge, one winter jacket, and one name tag. Upon hire Paid on Premise Firefighters will receive one short sleeve shirts with appropriate patches, one long sleeve shirt with appropriate patches, one polo shirt, one job shirt, 1 pair of pants, 2 t-shirts and one name tag. The winter jacket will be issued to the full-time new hire prior to October 1. All members shall wear their uniform to training, classes, and departmental functions. A minimum of one "T" shirt shall be left in the member's locker to be worn when coming in for an emergency response. If at the Village's discretion the uniform style or color is changed, then the Village shall replace the issued uniform that changed at the Village's expense. Unless purchased with an employee's personal funds all uniforms listed in this section, excluding "T" shirts remain the property of the Village. With the exception of uniform components purchased with an employee's personal funds, an employee who separates employment shall return the clothing and equipment to the Village within five (5) business days of separation. In the event that the clothing and equipment are not returned within five (5) business days, then the costs thereof shall be deducted from the final paychecks to the extent permitted by law. After the initial year of employment, each firefighter shall receive an annual uniform allowance check for replacing or purchasing approved uniforms and paid annually; **Paid on Premise employees will be eligible for clothing allowance after probationary period.** In the event the firefighter is on unpaid leave, resigns or is terminated, then the uniform allowance is prorated. The amount overpaid shall be deducted from the final paychecks as permitted by law.

Full-time firefighters shall receive \$250.00 annually.

Paid on Call firefighters shall receive \$75.00 annually.

Paid on Premise Fire Fighter EMTs shall receive \$100 annually.

In 2021, there will be a one-time uniform increase for EMT personnel of an extra \$150 for uniform needs. Uniforms shall only be purchased from an approved vendor. The Association and Chief will establish a list of approved vendors.

This section does not include protective bunker gear which shall be provided by the Village.

ARTICLE XVII - WORKERS' COMPENSATION

Employees are entitled to Workers' Compensation coverage. An employee who is absent due to temporary injury or illness caused during the course of employee's duties shall receive his or her regular wages during his or her absence. The employee shall receive his or her regular wage and benefits enumerated in this contract for a period not to exceed twelve (12) months from the date of injury, and, thereafter, the employee shall receive compensation in accordance with the Wisconsin Workers' Compensation Act. The total Wisconsin Retirement Fund contribution shall be made on the basis of the employee's total compensation.

ARTICLE XVIII - PROBATIONARY PERIOD

Section 18.1: All new and rehired employees shall serve a one (1) year probationary period from date of hire. An employee may be disciplined or discharged for any reason or no reason and without recourse to the grievance procedure or other dispute process during the probationary period. A new or rehired employee's probation period may be extended for up to six (6) months by the Chief or Administrator.

Section 18.2: A Probationary firefighter may not enter into a shift trade during the first six months of full-time or part-time service, and such prohibition may be extended by the Chief or reinstituted by the Chief during the probationary period.

Section 18.3: Every applicant receiving a promotion shall be subject to a probationary period in the promoted position for a period of one calendar year from the date of the promotion and the employee's probation period may be extended for up to six (6) months by the Chief. The employee will be returned to the employee's previous position if the employee fails to complete the probationary period.

Section 18.4: A change from Paid on Premise status to full-time status shall be subject to a probationary period for one-year under Section 18.1. The Chief may move the firefighter back to POP status during the probationary period in addition to the options available to the Chief in Section 18.1

ARTICLE XIX - RULES AND REGULATIONS

Section 19.1: The Employer shall provide each Association member with a copy of the Rules and Regulations and an up-to-date copy of the General Orders will be provided to each Association member. Whenever a rule or regulation is used to impose discipline, the reasonableness of said rule or regulation may be challenged through the grievance procedure.

ARTICLE XX - GUARANTEE OF RIGHTS AND PROTECTION

Section 20.1 - Association Business: The Association agrees to conduct its business off the job

except as herein provided. In no event shall Association activities be permitted to interrupt the Village's normal operations. This Article shall not operate to prevent a steward or officer from processing any grievance in accordance with the procedures outlined in this Agreement, nor to prevent certain routine, reasonable business such as posting of Association notices and bulletins. The Association will provide the Village Administrator and Fire Chief with a list of Association officers at least once a year, on or about July 1, and as changes occur.

Section 20.2 -Negotiations: Two bargaining unit members shall be allowed to attend bargaining sessions while on duty without any loss in pay or benefits provided the employee maintains radio contact and is subject to call. This shall include the collective bargaining, mediation and arbitration sessions if necessary. The member shall not be compensated for sessions that do not occur during the employee's normally scheduled shift or while the employee is not on duty.

Section 20.3 - Grievances: The Employer agrees that time spent in the presentation of grievances during regular working hours shall not be deducted from the pay of the employee presenting the grievance. The member shall not be compensated for sessions that do not occur during the employee's normally scheduled shift or where the employee is not on duty.

Section 20.4 - Convention Delegates: A convention or conference delegate shall be allowed leave without pay, not to exceed three (3) days in one (1) year solely to attend the convention or conference. No more than one bargaining unit employee shall be entitled to the benefits of this section.

Section 20.5 - Bulletin Board: The Employer agrees to provide and allow the use of a bulletin board or posting space in convenient areas at all Village Fire Stations, provided however, that employees shall not post offensive or political information on said bulletin or posting space. Any posted offensive or political literature may be immediately removed.

Section 20.6-Business Agents and Representatives: Business Agents or Representatives of the Association having business with the Association members of the Association may confer with such members during the course of the workday for reasonable periods of time, provided that the Agent or Representative provides notice and receives approval from the Fire Chief to be on the premises.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 21.1: The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of a specific provision of this Agreement.

Section 21.2: Grievances shall be processed in the following manner: (Time limit as set forth shall be exclusive of Saturdays, Sundays and holidays).

STEP 1: An employee, the Association, and/or a representative of the employee or the Association,

who believes a grievance has taken place shall take the grievance up orally or in writing with the Chief within five (5) days of his or her knowledge of the occurrence of the event causing the grievance, which shall not be more than fourteen (14) days after the event. In the event of a grievance, the employee shall perform his or her assigned work tasks first and grieve later. The Chief shall attempt to make an adjustment, and, in any event, the Chief shall be required to give an answer to the grievant within five (5) days.

STEP 2: The grievance shall be considered settled in Step 1 unless within ten (10) days after the Chief's answer is due, the grievance is reduced to writing and presented to the Village Administrator. The Village Administrator shall respond to the grievance in writing within fifteen (15) days with a copy to the grievant and the local Association.

STEP 3: The grievance shall be considered settled in Step 2 above unless, within ten (10) days from the date of the Village Administrator's answer or last date due, the Association shall request in writing to the other that the dispute be submitted to an arbitrator.

Section 21.3: If the grievance is not settled in Step 3 of the Grievance Procedure, the Association and the Employer shall each select three (3) arbitrators from the staff of the Wisconsin Employment Relations Commission (WERC). From these six (6) arbitrators, five (5) names will be drawn at random. The parties will then proceed to alternately strike from that panel until an arbitrator is selected. The parties shall flip a coin to determine who strikes first. The parties shall then make a joint request to the WERC for the appointment of the agreed upon arbitrator. If the WERC does not honor the request for the arbitrator selected by the parties, a request will be made of the WERC to submit a panel of five (5) arbitrators from the staff of the WERC. After the parties have received the panel, they will flip a coin to determine who strikes first and alternately strike names, until one is left. The WERC shall be notified of the selection of the arbitrator within five (5) working days of the selection.

Section 21.4: The arbitrator so selected shall hold a hearing at a time and place convenient to the parties and shall take such evidence as in his judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitration award shall be reduced to writing and submitted to the respective parties.

Section 21.5: The arbitrator shall neither add to, detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or

9.02 - FIREARMS AND OTHER DANGEROUS WEAPONS REGULATED. (Rep. & Recr. Ord. #16-95; Am. Ord. #7-11)

(1) **DEFINITIONS.** (Am. Ord. #4-96; Am. Ord. #15-11)

- (a) Weapon. Includes bow and arrow, crossbow, air gun, BB gun, sling shot, blow gun and other similar weapons, as well as those enumerated in §§175.60(1)(j) and 939.22(10), Wis. Stats., which are adopted by reference.
- (b) Firearm. A weapon which acts by force of gunpowder.

(2) **RESTRICTION ON USE OF FIREARMS AND OTHER WEAPONS.** Firearms and other dangerous weapons shall be discharged within the Village only by the following persons, and only in compliance with the following standards:

- (a) Law enforcement personnel in the performance of their duties.
- (b) Persons who have registered to shoot under subsection (3) below and their designated invitees, or pursuant to a special registration under subsection (4) below. (Am. Ord. #21-08)
- (c) Hunting. (Cr. Ord. #20-13) The use of rifles for hunting within the Village is prohibited. Hunting within the Village shall be limited to bow, shotguns, muzzleloaders, handguns and rimfire rifle use only.

(3) **SHOOTING REGISTRATION.**

- (a) Required. No person may discharge any firearm or other dangerous weapons in the Village without the landowner or designated invitee registering with the police department that shooting will be taking place on an identified property.
- (b) Registration. Registration to shoot shall be made by calling the police department or appearing in person to register. Registration shall include the following:
 - 1. An address of the property where shooting or hunting will take place.
 - 2. The person registering shall be the landowner or his/her designated invitee.
 - 3. The number of hunters and/or people shooting, (in accordance with Wisconsin Department of Natural Resources regulations) will be at the discretion of the landowner or their designee.
 - 4. Expiration date. All registrations shall expire on August 31 of each year.
- (c)

Restricted Shooting Areas. (Am. Ord. #35-95) Except as provided in subsection (6) below, no registrations shall be issued for Sections 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and Wilderness Park as located in Section 12, all being in Town 9 North, Range 20 East, in the Village.

(d) Shooting Regulations.

1. The discharge of firearms shall be limited pursuant to Wisconsin Department of Natural Resources regulations.
 2. It shall be unlawful for any person to discharge a firearm or other dangerous weapon within the Village in a careless and negligent manner and without due caution, or in willful or wanton disregard for safety, so as to endanger or be likely to endanger property or any person.
 3. It shall be unlawful for any person other than a police officer in the performance of official duties to use or discharge a firearm or other dangerous weapon:
 - a. Within 300 feet of a building devoted to human occupancy without the permission of the owner or occupant. The term "building," as used in this subsection, shall not include a tent, bus, truck, recreational vehicles, or similar portable unit.
 - b. Within any Village park or other land owned by the Village.
 - c. Within any publicly owned land except as expressly allowed and duly authorized by state law.
 4. In no case shall a firearm or other dangerous weapon be discharged in a direction that could result in the projectile landing on or flying over any adjacent property parcel unless the owner of such adjacent property has given written permission to do so.
- (4) **SPECIAL REGISTRATION.** (Am. Ord. #21-08) Special registration for the preservation of crops or target shooting may be granted by the Police Chief or his designee.
- (5) **LIABILITY NOT ASSUMED.** The Village does not assume any liability for damages to persons or property caused by the discharge of firearms or other dangerous weapons.
- (6) **PENALTY.** Any person who shall violate any provision of this section shall be subject to a penalty as provided in section 25.04 of this Code.

State law references—Weapons generally, Wis. Stats. § 941.20 et seq.; local regulation of firearms, Wis. Stats. § 66.0409.

declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the Employer, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the Employer of such right. The decision of the arbitrator within the limits of his authority shall be final and binding on the parties.

Section 21.6: All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses, the obtaining of depositions, attorney fees, or any other similar expenses shall be borne by the party at whose request such expenses are required.

Section 21.7: Grievances shall be processed on the form included as Appendix "B". Said form shall be printed and provided by the Association.

Section 21.8: All appeals of duly filed grievances not submitted by the grievant or his representative within the time limit specified shall be termed abandoned grievances.

Section 21.9: In the event that the Employer fails to respond to any grievance within the time limit set forth in the grievance procedure, the grievance shall automatically move to the next step.

Section 21.10: The time limit set forth in the grievance procedure may be changed by mutual agreement between both parties and shall be done so in writing.

ARTICLE XXII - NO STRIKE

Section 23.1: The Association agrees not to engage in or condone any illegal job action and the Employer agrees not to lock out employees during the term of this Agreement.

Strike Prohibited: The "Strike" as used herein means the failure with other to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slow-down, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in, or failure in whole or in part to carry out the full, faithful and proper performance of the duties of employment, and without the lawful approval of the superior. The term "Strike," as used herein, also means in any manner interfering with the operation of the Fire Department of the Employer for the purpose of inducing, influencing, or coercing, the recognition of any employee organization or a change in the conditions or compensations or the rights, privileges, or obligations of employment or in sympathy with others for any purpose. All orders will be obeyed.

Neither the Association or any of its officers, agents or Fire Department employees will instigate, promote, encourage, sponsor, engage in or condone any strike, concerted work stoppage, sympathy

strike, any other intentional interruption of work slowdown, or picketing, except for informational picketing, during the term of this Agreement and until a successor Agreement is ratified by both parties.

Section 22.2: Upon notification by the Employer to the Association that certain of its members are engaged in a violation of this provision the Association shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order and the responsible official from the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonably effective and affirmative action to secure the member's return to work as promptly as possible.

ARTICLE XXIII - FAIR SHARE AGREEMENT

Section 23.1: The Employer and the Association do hereby agree upon and enter into a "fair-share agreement." Said "fair share agreement" has the meaning designated to it by Wisconsin Statutes 111.70 and 111.71 which is known as the Municipal Employment Relations Act.

Section 23.2: The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, the Employer's deduction of said fair share funds. Such indemnification shall include, but not be limited to, the Association's payment of damages, costs and reasonable attorney's fees.

Section 23.3: The Employer agrees that, at a pay period of the Employer's discretion, 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. In the event the Association deems it necessary to raise the dues, it shall notify the Employer thirty (30) days prior to the anticipated increase in the amount of dues deducted from the employee's earnings and that the Employer deduct the increased amount beginning with the deduction following the expiration of the thirty (30) day period. As to new employees, a new employee shall start to pay his fair share of the collective bargaining process at the end of his first thirty (30) days of employment.

ARTICLE XXIV – PAID ON PREMISE

Section 24.1 Definition: The duty of a Paid-on-Premise employee is to cover shifts on the department schedule. These shifts will be worked as a 12 or 24 hour shift with the assigned pay rate. Paid on Premise employees may also respond to the fire station to backfill during times of high call volume, as part of a fire company, or as requested by the officer in charge. The POP employee is certified as, minimally, a FF or EMT-basic, preferably both. This employee is expected to uphold all department policies and procedures and work alongside the full-time employees. All POP are able to fill a shift as

deemed necessary by the fire chief or the battalion chief on duty. These POP employees are entitled on a first come, first serve basis to fill a vacation or compensatory time spot vacated by a full-time employee with the minimum requirements of a FF/EMT-B. Management rights will be applied to the vacated spot as necessary to support staffing of Germantown Fire Dept. Paid on Premise and Paid on Call are used interchangeably within this contract.

Section 24.2: Vacanices: The Employer agrees to make every effort to post all Village of Germantown job opportunities at the fire station. This section is not subject to the grievance and arbitration article of this agreement. The Employer agrees to post all open Germantown Fire Department bargaining unit positions including officer positions, and necessary qualification, prior to hiring. Furthermore, the Chief agrees to appoint to all open positions from current employees of the department prior to hiring from outside the department, provided the qualifications are met.

Section 24:3 Retirement:

- a. The Village of Germantown agrees to provide and pay its own statutory contribution to the Wisconsin Retirement System. Each eligible employee initially employed after July 1, 2011 shall pay the full amount of the employee's contribution as required by the Wisconsin Retirement System. Effective January 1, 2014, eligible employees initially employed by the Village prior to July 1, 2011 shall contribute the full general employee contribution for the Wisconsin Retirement System.
- b. The Village provides a length of service award program (LOSAP) incorporated as a State of Wisconsin Statute for paid-on call/paid on premise firefighters or EMTs for recognizing and rewarding extended active service. Village of Germantown invests funds to provide retirement benefits for volunteers, and the State will match funds of up to \$250 for annual investments made on behalf of volunteer fire fighters and EMTs. Volunteers with ten years of experience would be eligible for 50% of the money. Full vesting occurs after 20 years of volunteer experience.

Section 24:4 Line of Duty Death, Accidental Death or Dismemberment Insurance The Employer agrees to maintain the current standard of coverage throughout the life of this agreement. The policy provides coverage under any of the following benefits for each Paid on Call/Paid on Premise member as designated and as defined in this policy:

Accidental and Dismemberment

Catastrophic Loss Benefit

\$50,000.00

Accident

Total Disability

Weekly Benefit Amount: policy calculation

Maximum Payment Period: 104 weeks

Section 24.5 GAP Insurance: If an employee is injured in the line of duty or fire department sanctioned event, and is placed on light duty and therefore not receiving workers compensation benefits, the Employer agrees to pay workers' compensation benefits to the maximum mandated by state and federal law of the employee's full-time job rate, or collective bargaining agreement rate, whichever is higher.

ARTICLE XXV - AMENDMENTS AND SAVINGS CLAUSE

Section 25.1: This Agreement may not be amended except by the mutual consent of the parties in writing.

Section 25.2: If any section of this Agreement or any addenda thereto as it relates to matters under the exclusive control of the Village Board of the Village of Germantown should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal, the remainder of this Agreement and addenda 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 section.

ARTICLE XXVI - CONDITIONS OF AGREEMENT

Section 26.1: The terms and provisions herein contained constitutes the entire Agreement between the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

Section 26.2: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time the parties negotiated or signed this Agreement.

Section 26.3: Any mutual agreements or understandings which are reached during the term of

this Agreement shall be reduced to writing. Mutual waivers of any breach, term or condition of this Agreement by the parties shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 26.4: Nothing contained in this Article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this Agreement.

ARTICLE XXVII - DRUG TESTING

See Appendix C.

ARTICLE XXVIII- DURATION OF AGREEMENT

The Employer and the Association agree to faithfully and diligently abide and be bound by all the provisions of this Agreement. The terms of this Agreement shall become effective on January 1, 2021 and shall terminate at the close of business on December 31, 2021. Either party wishing to amend the agreement shall, during the last year of the contract, notify the other party no later than September 1st. Thereafter, the parties shall mutually agree to a date to exchange proposals and commence bargaining.

APPENDIX A

Full Time Fire Officer Designation –

Captains: after attaining Fire Officer Designation from the Commission for Public Safety Excellence, the full-time Captain will receive an annual stipend of \$250.00 payable on the first paycheck in February (they do not receive it if the designation is not earned before it is paid for the year.

Officer Pay: Each full-time employee serving as a Captain shall receive \$200 for monthly officer stipend. Lieutenants shall receive a 5% pay increase over their current pay rate.

Step Up Pay: When a qualified bargaining member is assigned by the Fire Chief to serve as an acting Battalion Chief, then the bargaining unit member shall be responsible for serving in that capacity and shall receive a stipend of \$125 per shift in addition to the normal rate of pay for the assigned bargaining unit member.

2020	Step	Years of Full-Time Service	Annual Pay			Hourly Pay (24 Hour Shift)	
			Firefighter	FF/Paramedic		Firefighter	FF/Paramedic
	1	Start rate	\$50,707	\$52,735		\$17.41	\$18.11
	2	After completion of probation	\$53,321	\$55,453		\$18.31	\$19.04
	3	After three years	\$55,412	\$57,628		\$19.03	\$19.79
	4	After four years	\$59,594	\$61,977		\$20.46	\$21.28
	5	After five years	\$63,776	\$66,327		\$21.90	\$22.78
	6	After six years	\$69,526	\$72,307		\$23.88	\$24.83
2021							
	1		\$51,721.14	\$53,789.70		\$17.76	\$18.47
	2		\$54,387.42	\$56,562.06		\$18.68	\$19.42
	3		\$56,520.24	\$58,780.56		\$19.41	\$20.19
	4		\$60,785.88	\$63,216.54		\$20.87	\$21.71
	5		\$65,051.52	\$67,653.54		\$22.34	\$23.24
	6		\$70,916.52	\$73,753.14		\$24.36	\$25.33

Pay Scale applies to both full time and Paid on Premise positions.

APPENDIX B

GRIEVANCE FORM ASSOCIATION: _____

GRIEVANCE NO.: _____

EMPLOYER: _____

NAME OF GRIEVANT: _____

DATE OF ALLEGED VIOLATION: _____

DATE GRIEVANCE FILED: _____

ARTICLE OR SECTION OF CONTRACT VIOLATED: _____

STATEMENT OF GRIEVANCE:

REMEDY OF GRIEVANCE:

SIGNATURE OF GRIEVANT: _____

APPENDIX C

Section 1 - Purpose

The purpose of this policy is to provide all bargaining unit members with notice of the provisions of the Department Drug Testing Program.

Section 2 - Discussion

It is the policy of this department that the crucial mission of fire suppression services justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program. The firefighting profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those employees of the Fire Department 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 employees participate in illegal drug use and drug activity, the integrity of the fire safety enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free fire safety profession, this department shall implement a drug testing program to detect prohibited drug use by employees.

Section 3 - Definitions

"Employee" means any protective service member of the Germantown Fire Department.

"Supervisor" means any employee assigned to a position having day-to-day responsibility for supervising subordinates or are responsible for commanding a work element.

"Drug test" means the compulsory production and submission of urine by an employee, in accordance with department procedures, for chemical analysis to detect prohibited drug usage.

"Reasonable Suspicion" must be based on specific, objective facts, and any rationally derived inference 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. Simple accusation by a member of the public in and of itself does not constitute reasonable suspicion.

"Drugs of Abuse/Controlled Substance" means cocaine, heroin, amphetamines, barbiturates, or any other major drug of abuse or illegal drug (excluding alcohol).

"Approved Testing Laboratory" means a laboratory which meets Federal requirements and is certified to administer such testing.

Section 4 - Procedures

Prohibited Activity.

The following rules shall apply to all applicants, probationary, and employees while on and off duty:

- No employees shall illegally possess any controlled substance.
- No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
- Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
- Any employee having reasonable suspicion 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.
- Discipline of employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

Probationary Employee Drug Testing

All probationary employees may 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 Fire Chief or his/her designee.

Employee Drug Testing

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

- 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 written summary of facts supporting the order shall be made available to the employee prior to the actual test.
- A drug test may be administered as part of all promotional procedures.

- Employees, as a condition of their employment, shall not submit to random drug testing more than one time in a calendar year.
- Any employee of this department who is directly involved in a serious incident defined by the following cases:
- Auto accident involving an employee'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 employee is the employee who actually is the driver of the vehicle.

Any employee, 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 condition:

The employee was in physical danger if he did not ingest the drug or narcotic substance. Nothing in this policy shall be construed as granting permission for employees and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstances except as cited herein.

On a yearly basis, random drug testing may be conducted on up to twelve (12) employees and supervisors of the Fire Department: The random pool will include all employees. The random selection of the names of five (5) employees will be observed by the selected designee of the Union and the Fire Chief or his/her designee. The name shall be kept confidential until notice is issued to the employee. Any employee required to comply with this procedure on off-duty time shall be entitled to overtime pursuant to the applicable collective bargaining agreement. The testing process at the testing facility shall commence within two hours of the issuance of notice by the Chief or the Chiefs designee. Notice shall be issued to the employee while the employee is at work. The Chief will consider extenuating circumstances that physically prevent a testing subject from meeting this two-hour requirement and may afford additional necessary time.

Drug Testing Procedures

The testing procedures and safeguards provided in this policy to ensure the integrity of the department drug testing shall be adhered to by all personnel administering drug tests.

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 a picture ID or driver's license.

A pre-test 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. The bathroom facility of the testing area shall be private and secure.

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 the employee 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, unless the employee agrees to a blood test in lieu of a urine test. Documented medical inability to submit a sample shall not be considered a refusal.

The employee 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 employee or his/her attorney should the original sample result in a legal dispute or the chain of custody be broken. The employee 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.

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.

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.

Drug Testing Methodology

The testing or processing phase shall consist of a two-step procedure:

- Initial screening test
- Confirmation test

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.

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.

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.

Concentrations of a drug at or above the following levels shall be considered a positive test result when using FPIA immunoassay drug screening test:

Amphetamines	1000 ng/1
Barbiturates	500 ng/1
Cocaine	300 ng/1
Opiates	300 ng/1
THC	100 ng/1
PCP	25 ng/1
Benzodiazepines	300 ng/1
Methadone	25 ng/1

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	
Benzoyllecgonine	
25ng/ml if immunoassay-specific for free morphine	

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. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

Chain of Evidence - Storage

- I. 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.

Drug Test Results

- I. 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 will be sent directly to the Village of Germantown Village Administrator. These documents will be maintained by the Village of Germantown for an indefinite period of time in a secured file.

Section 5 - Actions Taken/Positive Results

If an employee tests positive, and the tests identify cocaine, heroin, amphetamines, barbiturates, or any other drugs as defined in this policy not prescribed by a physician, the Employer may pursue discipline up to and including discharge of the employee.

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

The employee may be subject to mandatory random testing for a period of two years.

The Employee Assistance Program or other recognized facility at the employee's own expense shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.

A second positive test for marijuana may be grounds for termination.

Section 6-Refusal to Submit

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