



2015 – 2017

**AGREEMENT
BETWEEN THE**

CITY OF LA CROSSE

AND THE

***LA CROSSE PROFESSIONAL
POLICE NON-SUPERVISORS
ASSOCIATION***

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PREAMBLE

This agreement entered into by and between the City of La Crosse, through its City Bargaining Committee, the Finance and Personnel Committee, acting pursuant to a resolution of the City Council of the City of La Crosse, authorizing them to enter into this agreement. The City of La Crosse hereinafter shall be referred to as the "City" and the La Crosse Professional Police Officer's Association hereinafter shall be referred to as the "Association."

WHEREAS, it is the mutual intent of the parties that the La Crosse Police Department be operated under conditions that promote efficiency, safety, cleanliness, proper care of equipment and property, and

WHEREAS, it is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours and other terms and conditions of employment, and

WHEREAS, there shall be no individual arrangement contrary to the terms herein provided, and

WHEREAS, either party hereto shall be entitled to require a specific performance of the provisions of this Agreement, and

WHEREAS, it is understood that the City and the employees covered by this agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

NOW, THEREFORE, the parties have reached this agreement.

ARTICLE I - RECOGNITION

The City recognizes the Association as the exclusive bargaining agent with respect to wages, hours and conditions of employment for all regular full time sworn police officers excluding sergeants, lieutenants, captains, Assistant Police Chief and the Chief of Police.

ARTICLE II - NON-DISCRIMINATION

The Association and the City agree that there shall be no discrimination by the City or the Association against any employee covered by this agreement because of race, color, religion, national origin, sex, or membership in the Association.

ARTICLE III - GRIEVANCE PROCEDURE

- A. Definition. A grievance is defined as a matter involving the interpretation, applications or enforcement of this contract. It is mutually agreed that grievances shall be resolved as expeditiously as possible.
- B. Time Limits. All grievances shall be initiated within twenty (20) days of the incident or when the employee and/or union had actual knowledge of the incident. It is understood that all time limits of the grievance procedure shall exclude Saturdays, Sundays and Holidays as defined in this agreement. Any grievance not reported or filed within the above-specified time limit shall be invalid. The parties may mutually agree in writing to waive any time limits of the grievance procedure. All written grievances shall be signed by the grievant and the Association President, or a designated representative of the Association, and shall be processed on the grievance forms as agreed to by the parties. If an employee has a grievance, he/she shall follow the procedure outlined below:
- C. Procedure
- Step #1. Within the time limit specified above, the grievance shall be discussed with the Shift Commander or his/her designee. The Shift Commander or his/her designee shall respond to the grievance within ten (10) days. If the grievance is not settled, it may be moved to the next step.
- Step #2. Within ten (10) days of the response of the Shift Commander or his/her designee or when the response was due, the grievance shall be reduced to written form and presented to the Shift Commander or his/her designee. The grievant and the President of the Association or a designated representative of the association shall sign the grievance. The Shift Commander or his/her designee shall respond within ten (10) days of the receipt of the written grievance. If the grievance is not settled, it may be moved to the next step.
- Step #3. Within ten (10) days after receipt of the response of the Shift Commander or his/her designee or when the response was due, the Association President or a designated representative of the Association shall forward the grievance to the Chief of Police. The Chief of Police in conjunction with the Director of Human Resources, shall respond to the grievance in writing within ten (10) days.
- Step #4. FINAL AND BINDING ARBITRATION
Within ten (10) days after receipt of the Step #3 response, or when the response was due and the grievance remains unsettled, it may be moved to arbitration. The Association President or the designated representative of the Association may make a written request to the Wisconsin Employment Relations Commission for an appointment of a member of the staff to be the arbitrator. A copy of the request shall be delivered to the Chief of Police and the Director of Human Resources.

- D. Arbitration Expenses. The parties shall equally share the expenses of the arbitrator and the court reporter, provided that each party requests a copy of the transcript.
- E. Limitations on the Arbitrator. It is agreed that the decision or award of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining questions arising under this agreement. The arbitrator shall have no authority to modify or change any of the terms of this agreement or to change existing wage rates or to establish a new wage rate. Each party shall bear the expense of preparing and presenting its own case, including its own attorney's fees and witness fees. The grievance procedure set forth herein shall be the exclusive remedy for any complaint of an employee or the Association as to any matter involving the interpretation or application of this agreement.
- F. Union Representation. At any step of the grievance procedure, employees shall be represented by a member of the grievance committee and/or a designated representative of the Association.
- G. Exclusive Procedure. All grievances originating in the Police Department shall be handled in the manner outlined above, and no deviation therefrom will be permitted. Specifically, employees are prohibited from presenting such grievances, formally or informally, to officers of the City of La Crosse not included in this procedure.

ARTICLE IV - MEDICAL BENEFIT PLAN

Full-time employees are eligible to participate in the City's Medical Benefit Plan and receive the level of benefits as described in the attached Schedule of Benefits.

A. **Employee's Medical Benefit Plan Contributions**

Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first two paychecks of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

Effective January 1, 2015, the employee's monthly contribution shall be 16% of the 2015 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2015 monthly premium equivalent rate.

Effective January 1, 2016, the employee's monthly contribution shall be 16% of the 2016 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2016 monthly premium equivalent rate.

Effective January 1, 2017, the employee's monthly contribution shall be 16% of the 2017 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2017 monthly premium equivalent rate.

B. Health Risk Assessment

The City shall offer an annual health risk appraisal on a voluntary basis, one time per year for active and retired employees and spouses enrolled in the City Medical Benefit Plan.

Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

C. Network

The City retains the right to select the Network(s).

D. Monthly Rate Contributions for Retirees or Surviving Spouse & Dependents

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10th) of the preceding month for the next month's coverage.

E. Medicare Carve-Out –For Disability, Effective January 1, 2008

1. All Current Employees: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan.).

F. Retiree Medical Benefit Plan Coverage - Normal Service

1. For Incumbents employed prior to July 1, 2013
Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity or age 53 . Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document

- G. Retiree Medical Benefit Plan - Duty Disability Pension**
Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time through collective bargaining.
- H. Retiree Medical Benefit Plan Non Duty Disability Pension**
Eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension shall receive the same contributions as is in effect for active employees. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document
- I. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI)**
Effective January 1, 2002, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same contribution rates as is in effect for active employees. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document.
- J. City's Right to Select Vendors/Self Insure**
The City shall have the right to select the plan vendors and/or to self-insure the plan.
- K. Coverage for New Employees**
Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein on the first of the month following two (2) full calendar months of employment.
- L. Coverage for Spouse & Dependents of Eligible Employees/Retirees that Die**
Effective January 1, 1985, the spouse or eligible dependents of a covered employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.
- Same Plan - Same Benefits
It is understood by the parties that the spouse and dependents of eligible employees shall receive the same plan design as active employees.
- M. Internal Revenue Service Section #125 Plan**
Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan. The City agrees to credit and pay for the "protective with Social Security" pension costs on the salary that is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan contributions due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan.
- N. Medical Benefit Plan Coverage While on Income Continuation Insurance**
Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit as identified in Article 5 shall receive the same medical benefit plan contribution rates as in effect for active employees. Years of service for medical benefit plan coverage while on income continuation insurance is not negotiable, and is defined in the Medical Benefit Plan Master Plan

Document.

O. Health Care Cost Containment Committee

The parties agree to establish a joint labor/management committee on health care cost containment. The committee will be made up of two members from the bargaining unit and two members from the City.

ARTICLE V - LIFE INSURANCE

- A. **Benefits:** The level of benefits in effect as of January 1, 1992 shall be maintained.
- B. **Eligibility:** Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment in the Wisconsin Retirement System.
- C. **Coverage's Available:** Employees may select insurance for themselves and their spouse and dependents as follows:
1. **Basic.** This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.
 2. **Additional.** This plan is available to individuals covered by the Basic Plan. The Additional Plan is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65. For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.
 3. **Spouse and Dependent.** This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.
 - (a) **Schedule I.** The spouse is insured for \$10,000; dependents are insured for \$5,000 each.
 - (b) **Schedule II.** This allows the employee to increase coverage for his/her spouse to \$20,000, and \$10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.
 4. **Supplemental**

Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.

- D. Cost of Insurance. All employees who are eligible and elect to participate in the Basic group life insurance program shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance.

Employees who elect Additional, Supplemental and/or Spouse and Dependent coverages shall pay the complete premium for such insurance.

- E. Coverage for Eligible Retirees at Age 66. Basic life insurance coverage for eligible retirees who retire after the effective dates (established in accordance with State Statute #40.03 (6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.
- F. Administration. The life insurance benefits described above shall be administered in accordance with State Statute 40.03(6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations as amended from time to time.
- G. Change of Carrier. The City may select the carrier for the life insurance program and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits in effect on January 1, 1992
- H. Dental Insurance. In the event that the City provides dental insurance to any other City employee during the term of this contract, this Article shall be reopened to negotiate coverage and premium.

ARTICLE VI - INCOME CONTINUATION INSURANCE

- A. Benefits. The City will continue the present income continuation insurance program as provided by the State of Wisconsin, Employee Trust Fund.
- B. Cost of Insurance. The City's premium contribution shall be limited to the Employer's share of the cost as authorized by Wisconsin State Statute 40.61.
- C. Change of Carrier/Self Insurance. The City reserves the right to select the carrier and/or to self insure the present level of benefits.

ARTICLE VII - SICK LEAVE

- A. All employees shall accumulate one (1) day of sick leave which shall be credited to them for each month of employment commencing with the first month of employment. The sick leave credits shall be cumulative to a maximum of 120 days. Effective January 1, 2016

Effective January 1, 2016 a month of employment shall mean a month in which the employee receives pay from the City for 40 hours in the previous month. For purposes of this article a "day" for sick leave accrual shall mean eight (8) hours.

- B. The accumulated sick leave may be used for any bona fide illness or injury excepting those compensated for under the Wisconsin Worker's Compensation Act. Except as to

injuries or illnesses incurred by employees engaged in any outside employment or business while so engaged in such outside employment or business.

- C. Probationary employees shall be authorized sick leave after six (6) months of service, such allowances to be limited to the six (6) days earned in accordance with the provisions of this section. For each additional month of service, one (1) additional day of sick leave shall be allowed probationary employees. (Effective January 1, 2016 six (6) days shall mean 48 hours).
- D. All sickness or injuries of over three (3) consecutive days duration must be verified by a physician's certificate (i.e., three twelve hour shifts is 36 hours, three 8.4 hour shifts is 25.2 hours). The City reserves the right of reasonable independent medical examination at City's expense. Such medical examination shall be at the request of the Department Head.

Effective January 1, 2017: If the employee did not meet "adequate" attendance standards the previous year they would be required to provide a physician's certificate for all sickness or injuries of more than two (2) consecutive days duration.

- E. Sick leave pay shall be based on the rate of pay of an employee's classification.
- F. Sick leave may accumulate to a maximum of one hundred and thirty-two (132) days. Any unused sick days over the 120 day cap, to a maximum of one hundred and thirty-two (132) days, will be paid out to the employee on the first pay period of January at a rate of fifty (50%) percent of the unused sick accumulation. When the employee reaches the one hundred and twenty (120) day cap and receives fifty percent (50%) pay for up to the one hundred and thirty-two (132) day maximum, the employee will revert back to the cap of one hundred and twenty (120) days as of the first of January. As a result, if an employee maintains the cap of one hundred and twenty (120) days and goes the entire year without using any sick days the same employee will receive six (6) days payout the first pay period of January. The parties agree to evaluate the results of this program at the end of each calendar year.

Effective January 1, 2016: In reference to paragraph F above, 132 days shall mean 1056 hours; 120 day cap shall mean 960 hours; six days shall mean 48 hours.

- G. Personal Business: Employees may use up to three (3) days of accumulated sick leave credits for personal business provided, however, that employees shall notify their supervisor at least twenty-four (24) hours prior to the time off requested. Use of personal business shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave shall not be entitled to such time off.

Effective January 1, 2016 the employee may use up to thirty two (32) hours of accumulated credits for personal business days, subject to same provisions above, and as defined in MOU #10.

Effective January 1, 2017, requests for personal business days is subject to "adequate" attendance standards in the previous year. An employee who does not have "adequate" attendance rating (as defined in the attendance policy) from the previous year would not be allowed to use personal business days in the succeeding year, and any such requests would be denied.

- H. **Family Care Days:** Effective January 1, 2016, employees may use up to twenty four (24) hours of accumulated sick leave credits to care for their minor dependents due to illness or injury. Use of sick leave for family care shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave will not be entitled to such time off.
- I. **Catastrophic Leave:** Effective January 1, 2016, upon accruing the maximum sick leave accrual, an employee shall continue to accrue sick leave for a “catastrophic leave bank” to be used for the FMLA qualifying serious health condition of the employee, employee’s spouse or dependent for which a physician has certified that the duration of the medical condition is expected to be more than 30 continuous calendar days. Catastrophic leave is only available after all accrued sick leave and vacation days have been exhausted, and the employee must have met the “adequate attendance standards in the previous 12 months. A request for use of catastrophic leave must be approved by the Director of Human Resources. Sick leave for the employee’s catastrophic leave bank shall be accrued at the same rate as defined above, and shall only accrue when the employee’s sick leave accrual is at maximum accrual. The catastrophic leave bank will be capped at 480 hours, and is not eligible for payout at retirement.
- J. **Retirement payout:** At the retirement of an employee who was hired prior to July 1, 2013, the City will make a lump sum payment into the retiring employee’s Retirement Health Savings Plan equal to fifty two percent (52%) of the shift day amount of accrued but unused sick leave on record at the time of retirement.

At the retirement of an employee who was hired on or after July 1, 2013, the City will make a lump sum payment into the retiring employee’s Retirement Health Savings Plan equal to one hundred percent (100%) of the shift day amount of accrued but unused sick leave on record at the time of retirement.

Retirement, for the purpose of this section, shall mean that an employee is eligible for and has filed to receive an immediate retirement annuity with the Wisconsin Retirement System. In addition, to receive sick leave payout employees hired prior to July 1, 2013 must have met the years of service requirement as defined in the Medical Benefit Plan Master Plan Document.

Employees hired prior to July 1, 2013, may, after meeting the years of service requirement, retire prior to age 53 and receive the sick leave payout however retiring prior to age 53 would disqualify the employee from receiving retiree medical benefit plan. Employees hired on or after July 1, 2013 must be at least 50 and have 20 years of full time continuous service with the City. The sick leave payout for retirement would be 52%.

Effective January 1, 2016: If an employee hired prior to July 1, 2013 “retires” (as defined above), at age 53 or over, or by special early retirement program, and waives their eligibility for retiree medical benefit plan upon/before retirement, and a minimum of 3 years prior to eligibility for Medicare, the sick leave payout to the Employees Retirement Health Savings Plan would be at 100%. Once waived the retiree is not eligible for future enrollment in the City’s medical benefit plan.

Death Benefit: In the event of the death of a current employee, the City will make a lump sum payment to the deceased employee's estate equal to forty-five percent (45%) of the shift day amount of accrued but unused sick leave on record at the time of death.

ARTICLE VIII - FUNERAL LEAVE

- A. **Benefit.** In the event of a death in the employee's immediate family, the employee shall be allowed scheduled time off without loss of pay or sick leave credits. Such paid funeral leave shall be used from the date of death up to and including the day after the funeral, but not to exceed three (3) work days (as scheduled), calculated at the employee's regular rate of pay including any compensation for shift assignment.
- B. **Immediate Family.** Immediate family shall be defined as the employee's mother, father, legal guardian, spouse, children, brother or sister, mother-in-law, or father-in-law. Effective January 1, 2016 step parent shall be included as immediate family.
- C. **Other Relatives.** In the event of the death of a great-grandparent, grandparent, grandchild, brother-in-law or sister-in-law of the employee or spouse, funeral leave may be authorized not to exceed one day for absence on the day of the funeral; however, such hours used shall be deducted from accumulated sick leave credits. No paid funeral leave will be allowed if the employee is on vacation, sick leave for illness, lay-offs, or any other paid or unpaid leave of absence.

ARTICLE IX - WAGE AND SALARY SCHEDULE

- A. **Wage Adjustments.** The salaries of employees are contained on the attached wage schedules and made part of this agreement as follows:

SCHEDULE "A" represents a two percent (2%) wage increase effective January 1, 2015.
Pay rates for 2016 and 2017 shall remain at the 2015 rates.

Effective June 1, 2008 direct deposit of paychecks shall be a mandatory condition of employment.

- B. **Computation of Longevity.** Longevity shall be included in Salary Schedules A, B and C and computed as follows:
 - 1. At Step E, the hourly rate shall be three percent (3%) higher than Step D. Step E is effective following ten (10) years of service.
 - 2. At Step F, the hourly rate shall be six percent (6%) higher than Step D. Step F is effective following fifteen (15) years of service.
 - 3. At Step G, the hourly rate shall be nine percent (9%) higher than Step D. Step G is effective following twenty (20) years of service.
 - 4. At Step H, the hourly rate shall be twelve percent (12%) higher than Step D. Step H is effective following twenty-eight (28) years of service. Effective January 1, 2011 step H is effective following twenty-seven (27) years of service.

- C. Special Payments: The City agrees to compensate employees an additional ten (\$10.00) per month for Range/Firearms Instructor.

Members assigned to the Emergency Response Team shall be compensated twenty-five dollars (\$25) per month compensation.

An employee so certified shall be limited to two (2) certification payments per month.

- D. Field Training Officer Assignments: Employees assigned to the restructured FTO program shall be paid one (1) hour of overtime for serving as a Field Training Officer (FTO) for each full shift that they actually perform FTO duties. If an employee serves as an FTO for less than a full shift, such payment is pro-rated, i.e. he/she shall receive one half (1/2) hour of overtime when serving for four (4) hours, etc.. If a FTO's shift is extended beyond the normal work schedule no additional compensation shall be due under this provision for the first sixty (60) minutes of overtime.

- E. Transfer Review Board For Special Payments/FTO Assignments

Purpose & Policy.

This procedure establishes guidelines for convening the review board for instances when an officer requests his/her removal reviewed. This board will hear cases when an officer has been removed from paid assignments such as FTO, ERT, School Liaison Officer, DARE/GREAT Officer, Range/Firearm Instructor, Community Policing Officer, etc.

Procedure

Establishment of Review Board

1. All parties agree that the Chief of Police has the authority to remove an officer from active status (no longer paid premium).
2. If the "removed" officer feels that he/she was removed without just cause, the officer shall submit a memo within ten (10) calendar days of the date of removal to the Chief requesting that the Transfer Review Board review the removal. The Transfer Review Board will consist of:
 - a. 2 members from the administration (Sgt – Capt) selected by the union.
 - b. 2 members from the non-supervisory union selected by the Assistant Chief.
 - c. The Assistant Chief
3. Members of the Transfer Review Board are voluntary and can excuse themselves from accepting the appointment. The Transfer Review Board will be re-selected each time a Transfer Review Board is requested to convene.
4. Members of the Transfer Review Board will not include officers in any probationary status.
5. If the aggrieved officer requests a review of his/her removal, the officer will continue at paid status until the review is completed by the Transfer Review Board.
6. Decisions of the Transfer Review Board are final and binding.

Board Duties

1. The Transfer Review Board will convene within 30 days from the date of review request.
 - a. The officer or his/her representative will submit a letter/documentation to the Transfer Review Board indicating their position against the removal. The officer/representative shall speak at the Transfer Review Board meeting.
 - b. The program manager will also submit a letter/documentation supporting the recommendation for removal. The program manager/representative shall also speak at the meeting.
 - c. The Transfer Review Board may ask questions of any person speaking at the meeting.
 - d. Following review of the submitted letters/documentation and testimony, the Transfer Review Board will vote by secret ballot supporting or opposing the removal. If the vote supports removal, the officer will become "inactive." If the vote opposes removal, the officer will continue as "active" status. The vote shall be taken immediately following the review of submitted letters/documentation and testimony. The Assistant Chief will abstain from voting unless there is a tie among the others.

- F. Pay Step Advancement. All employees are entitled to pay step advances on the anniversary of their appointment to the department, after one, two, three, ten, fifteen and twenty years of service.

- G. Promotions. Salary increases as a result of a promotion shall be effective on the date of such promotion. Pay step increases due to promotion shall be effective on the anniversary of the promotion. Employees promoted to a higher classification shall begin at the minimum step of the classification. If the minimum step does not provide an increase, then placement shall be in the next higher step which will provide an increase.

- H. Out of Rank Assignments. Except in case of emergency, a police officer who is assigned to a position of higher authority and required to supervise the station for a tour of duty when no command person is assigned to duty in the station shall be compensated in addition to base pay at ten (10) cents per hour for time spent in the supervisory capacity.

ARTICLE X – EDUCATION INCENTIVE

The parties have agreed that the attainment of a Bachelor's Degree in law enforcement/police science can be an important part of the professional development of police officers.

Incumbents hired or promoted prior to January 1, 2011:

Educational incentive payments shall be fifty dollars (\$50.00) per month for those employees with a Bachelor's Degree and twenty-five dollars (\$25.00) per month for those officers with an Associates Degree in law enforcement/police science or related field.

Employees hired or promoted into Covered Protective Positions after January 1, 2011:

An educational incentive payment of fifty dollars (\$50.00) per month shall be paid for those

officers who possess/attain a Bachelor's Degree in law enforcement/police science or related field. Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by the Chief of Police and the Director of Human Resources and in accordance with the Tuition Reimbursement Policy. The maximum citywide pool of money for this purpose is \$15,000 each year, with an individual maximum in accordance with the Tuition Reimbursement Policy.

ARTICLE XI - WORKER'S COMPENSATION

- A. **Policy Statement.** It is expected that employees shall exercise sound safety practices in the performance of their duties. Employees who contract a disease or are injured in the performance of their duties while protecting the interests of the general public, may receive supplemental salary as outline below.
- B. **Administration.** The Director of Human Resources, in consultation with the City's third party administrator for worker's compensation, shall determine whether or not such injury and/or illness is within the scope of the preceding paragraph and thus entitles the employee to full salary pay during the recuperation period. All such determinations including the medical necessity for paid time off during a healing period must be documented by a complete medical diagnosis of the employee's treating physician. In the event any employee of the Police Department's claim for worker's compensation is denied, the worker has the right under Wisconsin statutes for workers' compensation benefits to appeal the denial through the Wisconsin Department of Workforce Development.

The City as a self-insurer for Worker's Compensation is bound by and agrees to follow the provisions of Ch. 102 Wisconsin Statutes in the administration of Worker's Compensation benefits.

- C. **Change of Carrier or Self Insurer.** The City reserves the right to determine if it wishes to continue to self insure for Worker's Compensation. The City may select the insurance carrier for Worker's Compensation and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits previously in effect.

ARTICLE XII - PENSIONS-WISCONSIN RETIREMENT SYSTEM

Employees will contribute one-half of the total actuarially required contribution for general municipal employees to the Wisconsin Retirement System.

ARTICLE XIII - CLOTHING ALLOWANCE

- A. **Benefit:** The clothing allowance shall be five hundred seventy five dollars (\$575.00) per year payable in two (2) equal installments of two hundred and eighty-seven dollars and fifty cents (\$287.50). The first installment to be paid on the first payday in February of each year and the second such installment shall be paid on the first payday in August of each year. Only current, active employees during the above payperiods will receive the installment.

Any new uniform article not previously required will be paid for by the City. No officer

shall be required to spend more than the amount they receive each year in uniform allowance for uniform purchases under this article. In the event uniform purchases exceed the amount of uniform allowance the officer receives during the calendar year, the City shall pay the entire cost of the amount exceeding the current years uniform allowance.

In addition to the clothing allowance authorized herein, new employees of the Department shall receive a uniform allowance of \$100.00 after the completion of ninety (90) days service.

- B. Damage to Eyeglasses and Personal Items. Eyeglasses, damaged or lost, involving a job related incident, shall be repaired or replaced by the City for an amount not to exceed two hundred and fifty dollars (\$250.00). Personal items damaged or lost, involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed \$100.00, provided proof of loss is furnished and there is a police report substantiating the incident. If at any time the City receives restitution through the courts or other sources which exceeds the above stated amounts, the officer shall additionally receive the difference between the applicable above stated amount and the amount actually received by the City.
- C. Reimbursements. All requests for reimbursement under this article, including purchase of new equipment and damage to eyeglasses or personal property, shall be submitted for approval to the Chief of Police, and such approval shall not be unreasonably denied.

ARTICLE XIV - OVERTIME

- A. Definition. Employees will be compensated for time worked in excess of eight (8) hours per day or in excess of the regular work week at the rate of time and one-half the scheduled rate of pay for such employees. Effective July 1, 2016, overtime shall be as defined in MOU #10 during the duration of the pilot program.

Employees are required to attend a ten (10) minute briefing period before each work shift. The ten minute briefing time shall not be considered as time worked for purposes of overtime.

- B. Travel Time. Travel time to attend schools when officers volunteer to attend such schools shall be compensated at the regular straight time rate.
- C. Oktoberfest. All hours of work performed between the hours from 7:00 AM Friday to 7:00 AM Sunday on Oktoberfest weekends shall be paid at double time. Effective in 2016, the hours for double time shall be from 6:00 AM Friday to 6:00 AM Sunday of the Oktoberfest weekend.
- D. Regular Compensatory Time Bank.
 - 1. Employees shall be allowed to elect compensatory time in lieu of paid overtime. Employees may accumulate and bank up to eighty (80) hours of compensatory time at any one time during each year.
 - 2. Paid compensatory time off may be taken with the approval of the commanding officer. Unused compensatory time in excess of forty (40) hours must be used or

it will be paid in cash as of the last pay period of each calendar year. Only forty (40) hours of compensatory time may be carried over from one calendar year to the next. One calendar year is defined as the first pay period through the last pay period of each year as defined by the City. Compensatory time that is paid in cash at the end of a year shall be paid off at the last rate in existence for that year.

3. There shall be no exceptions to the limitations imposed herein.
 4. At the employee's option, the payoff of all compensatory time on the first pay period in December of each year may occur subject to the following: It is agreed that 2/3 of the remaining monies available in the police department's annual overtime budget may be used to pay out compensatory time balances of employees that so request. Requests from employees will be honored in the order of total bargaining unit seniority.
- E. Training. Mandatory training, including but not limited to in-service training, Civil Unrest Team training, Emergency Response Team training, or any other mandatory training, will be paid at the rate of time and one-half and the employee shall elect whether he/she shall receive it as compensatory time or paid overtime. Mandatory time shall always be at the rate of time and one-half.

An exception to the above will be when training takes place in lieu of regular work days. In this circumstance, time will be at the employee's regular rate of pay including any shift differential.

ARTICLE XV - CALL BACK AND MINIMUM COURT PAY

- A. Recall to Duty. Employees recalled to duty after having left the premises, or scheduled to return to duty while off duty, shall receive a minimum of three (3) hours' pay at time and one-half. This includes required court appearances while off duty.
- B. Off Duty Notices.
 1. In addition to all other entitlements in this agreement, employees required to testify in a court proceeding while off-duty with less than forty-eight (48) hours' notice shall be paid a minimum of three (3) hours' pay at time and one-half.
 2. If a previously scheduled court appearance is canceled twenty-four (24) hours or less prior to the previously scheduled court appearance, said employee shall receive one hour of pay at the employee's regular straight time hourly rate.
- C. Off Duty Phone Calls. In addition to all other entitlements in this agreement, employees who are ordered to call the prosecuting attorney by telephone on their off duty time, and have the written authorization to do so, signed by their commanding officer, shall receive one hour of pay at the employee's regular straight time hourly rate.
- D. Court Appearances Outside of La Crosse. An employee subpoenaed to testify in a court outside of the City limits of La Crosse because of a court case arising out of the scope of his/her employment on regularly assigned workday, shall work the day shift on the day of the hearing.

Employees working other than the day shift shall be considered on day shift for purposes of honoring the subpoena (i.e. 7:00 AM to 3:00 PM) and shall receive overtime pursuant to the prescribed article in the contract for anything over eight (8) hours, which shall not include time for sleeping, but shall include all time pertinent to the subpoena and travel time. Provided, however, that the employee has at least eight (8) hours off prior to the commencement of travel to the hearing. This provision shall not apply to regularly scheduled off days and the overtime section shall prevail in this instance, and shall include all time pertinent to the subpoena and travel time paid at time and one-half (1 1/2).

Effective July 1, 2016, overtime shall be as defined in MOU #10 during duration of pilot program.

Officers who are required to travel outside of the City shall be provided with a City vehicle when possible.

All subpoena fees shall be turned over to the Employer, except for meal allowance and motel, if applicable, provided that if an employee is required to use his/her own vehicle, he/she shall also be entitled to keep the mileage allowance.

Prior to the employee's appearance in court, the employee shall provide a copy of the subpoena to the Chief of Police for his review.

ARTICLE XVI - HOLIDAYS

- A. **Definition.** Holiday pay as provided herein shall be allowed for the following holidays: New Year's Day, Martin Luther King Day, Spring Holiday (Friday before Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. Those employees scheduled to work on any of the above named holidays shall receive time and one-half for all hours worked on the holiday plus 7.5 hours additional holiday pay in cash, at straight time rates. Those employees scheduled to be off either on an assigned day of rest or for any other reason on one of the above holidays, shall receive 7.5 hours holiday pay in cash, computed at straight time. Effective January 1, 2016 a holiday shall be accrued at 8 hours.

In order to be eligible for holiday pay the employee must have worked the last regularly scheduled, full work day immediately preceding the holiday, and must further work the first regularly scheduled, full work day following the holiday. Vacation, personal business, sick leave, compensatory time and banked holidays shall count as hours worked for purposes of this paragraph.

- B. **Holiday Compensation Time Bank.** All holiday pay as provided above can be credited as compensatory time off in lieu of cash payment; however the compensatory time, when used, shall be with the permission of the Chief of Police or his designee. Such holiday compensatory time, if not used or approved to be used when the last pay period in November is calculated, shall be paid in cash the first pay period in December.

ARTICLE XVII- WORK WEEK

The work week for all employees covered by this agreement is established at an average of thirty-seven and one-half (37 1/2) hours per week. For 2015: Shift employees shall work a schedule of five (5) eight (8) hour days on duty and two days off duty, followed by five (5) eight (8) hour days on duty and three (3) days off duty. It is understood that employees assigned to a five (5) days on, two (2) days off schedule shall receive one (1) day of compensatory time off in lieu of each five (5) days on, three (3) days off work schedule, i.e., sixteen (16) days per calendar year.

Effective January 1, 2016, the work week shall be established as forty hours per week. See MOU #10 for work week provisions including work back hours.

ARTICLE XVIII - SHIFT ASSIGNMENTS

A. Field Service Bureau (Patrol). There shall be four fixed shifts. The four fixed shifts shall be:

7:00 AM - 3:00 PM	First shift
3:00 PM - 11:00 PM	Second shift
11:00 PM - 7:00 AM	Third shift
7:00 PM - 3:00 AM	Fourth shift

Shift selections shall be by strict seniority. There shall be no rotation of shifts.

As a result of the implementation of the fourth shift, no officer shall be involuntarily moved from his/her existing shift. Shift selection shall be by shifts - #1, 2, 4 and 3.

Effective January 1, 2011: Employees assigned to the various shifts shall receive monthly variable shift assignment pay (VSAP) as follows: first shift equals seventeen dollars (\$17), second shift equals forty-seven dollars (\$47), third shift equals sixty dollars (\$60) and fourth shift equals fifty dollars (\$50)

Effective July 1, 2016: The monthly VSAP shall be as follows: first shift equals seventeen dollars (\$17), traditional second shift working 2:00 p.m. – 10:00 p.m. equals forty-seven dollars (\$47), and the night shift working 12 hour shifts shall equal sixty-six dollars (\$66). Effective July 1, 2016, shifts shall be as defined in MOU #10 during duration of the pilot program

B. Community Services Bureau.
The hours of the officers assigned to the Community Services Bureau shall be flexible to regularly start between 7:00 AM to 9:00 AM.

C. Community Problem Oriented Policing (CPOP) Assignments: The duty days and hours of work for employees assigned as Community Problem Oriented Policing Officers shall be determined by management and may be altered by management for the good of the service. Shifts may be altered to occur within twelve (12) hour blocks as follows:

- First Shift: 6:00 a.m. to 6:00 p.m.
- Second Shift: 11:00 a.m. to 11:00 p.m.
- Fourth Shift: 3:00 p.m. to 3:00 a.m.

Effective July 1, 2016, shifts shall be as defined in MOU #10 during duration of pilot program

- D. School Liaison Shift Assignments: The school liaison officers shall be assigned shift selection by seniority when returning to shift work for the summer in the following manner:

Two (2) officers assigned: one (1) first shift and one (1) second shift.

Three (3) officers assigned: two (2) first shift and one (1) second shift

Four (4) officers assigned: two (2) first shift and two (2) second shift

Five (5) officers assigned: two (2) first shift and two (2) second shift, and one (1) third shift.

It is understood by the parties that the subject of how the school liaison officers are assigned will be reviewed on an annual basis and may be modified for the good of the service through good faith negotiations.

ARTICLE XIX - VACATION

- A. Benefit. Employees shall receive one (1) week of paid vacation after one (1) year of continuous service; two (2) weeks after two (2) years of continuous service; three (3) weeks after six (6) years of continuous service; and four (4) weeks after fourteen (14) years of continuous service; five (5) weeks after twenty (20) years of continuous service; twenty-six (26) days after twenty-six (26) years of continuous service; twenty-seven (27) days after twenty-seven (27) years of continuous service; twenty-eight (28) days after twenty-eight (28) years of continuous service; twenty-nine (29) days after twenty-nine years (29) of continuous service; and thirty (30) days after thirty (30) years of continuous service.

Effective January 1, 2016: Employees shall receive one (1) week of paid vacation after one (1) year of continuous service; two (2) weeks after two (2) years of continuous service; three (3) weeks after six (6) years of continuous service; and four (4) weeks after thirteen (13) years of continuous service; five (5) weeks after twenty (20) years of continuous service; twenty-six (26) days after twenty-six (26) years of continuous service; twenty-seven (27) days after twenty-seven (27) years of continuous service; twenty-eight (28) days after twenty-eight (28) years of continuous service; twenty-nine (29) days after twenty-nine years (29) of continuous service; and thirty (30) days after thirty (30) years of continuous service.

One day is understood to mean 8 hours of accumulated vacation time, and one week is understood to be 40 hours of accumulated vacation time. A 12 hour shift employee who takes vacation for their full day would be required to use 12 hours of their vacation accrual.

Employees hired after January 1, 2016 under the lateral transfer provision (Article XXIII) shall be eligible for two (2) weeks of vacation (80 hours) after one (1) year of continuous service.

- B. Work Week. Vacations shall start at the beginning of the employee's work week.

- C. Vacation Carryover. Any officer who was unable to use his/her accrued vacation time before December 31st of any calendar year shall be allowed to carryover and use such accrued vacation until March 31st of the following year with his/her supervisor's approval.

ARTICLE XX - TRAINING

Officers may be assigned to training outside their regular fixed shift only under the following conditions:

- A. Training under this provision does not include training available with the department.
- B. This provision does not apply to the initial recruit training as required by the Law Enforcement Standards Board.
- C. This provision does not apply to officers who volunteer and are approved for training.

ARTICLE XXI - MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, and except for mandatory subjects of bargaining which may not be specifically covered by this agreement, the management of the City of La Crosse and the direction of the work force, including but not limited to the right to hire, to discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to abolish positions, to make reasonable rules and regulations, to determine the schedule of work, but shall not include the suspension of the fixed shift, to sub-contract work, together with the right to determine the methods, processes and manner in which the work is to be performed, are vested exclusively in management. Seniority shall prevail except in cases of emergency in the selection of shift assignments.

ARTICLE XXII - PROBATIONARY PERIOD

Newly hired employees shall be required to serve an eighteen (18) month probationary period. Employees that fail to satisfactorily complete the probationary period may be terminated without cause and shall not be afforded a hearing before the Police and Fire Commission or any other administrative tribunal, including grievance arbitration. Effective January 1, 2016, the probationary period shall be subject to Police and Fire Commission rules and regulations.

ARTICLE XXIII - VACANCIES WITHIN THE DEPARTMENT

- A. Posting. Any vacancy or new position created within the Department shall be posted listing the job description, requirements and qualifications.
- B. Preference. Employees of the Department shall have preference over non-members, if qualified for such vacancies or positions.
- C. Fire and Police Commission Rules. Any vacancy or position which is a promotion shall be governed by the Police and Fire Commission's rules.

All other vacancies or positions that are filled by appointment shall be based on qualifications and where qualifications are equal, the employee with the most seniority shall have preference.

- D. Lateral Transfer. An individual seeking employment as a police officer with this department who:
- Left this department as a Police Officer and was in good standing when he or she left, or
 - is an officer from another department who left or is leaving that department in good standing, and
 - meets current standards for employment with this Department with regard to certification and education, and
 - is selected to be hired,

shall be eligible for compensation (pay only) at a level above that of a new officer, up to step D, the compensation for a 1st Class Patrol Officer. The selected individual shall be considered a new employee for all other matters including assignment to Investigator, etc. Effective January 1, 2016, lateral transfers may be eligible for consideration for assignment to Investigator subject to selection criteria as defined in Article XXXII.

In determining the level of compensation, the following general guidelines are to be used:

- 4th Class Officer.....< 2 years acceptable full time experience
- 3rd Class Officer..... 2 years acceptable full time experience
- 2nd Class Officer.....4 years acceptable full time experience
- 1st Class Officer..... 6 years acceptable full time experience

These guidelines may be overridden by agreement between the Police Department Administration and the LPPNSA Board with regard to specialized training and qualifications that an applicant may possess.

It is understood that hiring an applicant at a pay level higher than 4th Class is subject to approval by the Mayor and the Director of Human Resources.

ARTICLE XXIV - JURY DUTY

- A. Responsibilities. Employees are subject to jury service in the same manner as other citizens.
- B. Compensation. No salary deduction is made during jury duty, but all jury fees received for jury duty during working hours must be paid to the City Treasurer, and a copy of the receipt shall be filed with the City Clerk.
- C. Return to Work. Jurors, when not assigned to cases, must report to their regular work assignment for the remainder of the day. Jury duty shall be recorded on all payroll records.

ARTICLE XXV - EXCHANGE OF SHIFTS AND DAYS OFF

Employees of equal rank shall be allowed to exchange days off, provided they receive permission from the Chief of Police or his designee. Additionally, an employee may exchange the day off from his day off to another day off within the next twenty-eight (28) days with the approval of the Chief of Police or his designee.

ARTICLE XXVI - RESIDENCY

There is no residency requirement for any employee currently employed who began employment with the City of La Crosse before the signing of this agreement for 1983.

All bargaining unit employees subject to this agreement shall, as a condition of employment, establish and maintain their domicile and residency within the corporate limits of the City of La Crosse. Effective January 1, 2005, employees with three (3) years of creditable service as a full time City employee are exempt from the domicile/residency requirement provisions contained herein. It is understood that compliance with the domicile/residency requirement is a condition of employment and non-compliance shall result in termination of employment.

The length of creditable service requirements contained herein shall begin when the employee first establishes his or her domicile/residency within the City.

ARTICLE XXVII - FAIR SHARE

- A. Definition. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this article wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.
- B. Duty of Fair Representation. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.
- C. Deductions from Payroll. The City agrees that on the first paycheck of every month it will deduct from the earnings of all employees in the collective bargaining unit covered by this agreement, the amount of money certified by the Association as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Association to the Director of Human Resources thirty (30) days before the effective date of the change.

Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

The City shall not be liable to the Association, employees or any party by reason of the requirements of this article for the remittance or payment of any sum other than that which constitutes actual deductions from employees' wages earned.

- D. Hold Harmless. The Association shall indemnify and hold the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the City that arise out of the City's compliance with this fair share agreement.

- E. **Fair Share Deductions.** The Association agrees to certify to the City only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the City's Director of Human Resources of any change in the amount of such fair share costs thirty (30) days before the effective date of the change. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and receive where appropriate a rebate of any monies determined to have been improperly collected by the Association.

The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions from all employees shall be forwarded to the Association. Any changes in the amount to be deducted shall be certified to the City's Director of Human Resources by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change.

ARTICLE XXVIII - AMENDMENT PROVISION

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

ARTICLE XXIX - SAVINGS CLAUSE

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

ARTICLE XXX - ENTIRE AGREEMENT

The foregoing constitutes an entire agreement between the parties, and no verbal statement shall supersede any of its provisions.

ARTICLE XXXI - TEMPORARY ASSIGNMENTS

The City may temporarily assign additional duties to officers in emergencies and for training purposes. However, in no event shall training assignments exceed six (6) months. Such assignments shall be made for a cumulative period of up to six months per calendar year or part thereof, unless extenuating circumstances exist in which case an extension would be made if the Chief and the Association Board so agreed.

Effective January 1, 2016: The City may temporarily assign additional duties to officers in emergencies and for training purposes. However, in no event shall training assignments exceed one (1) year.

ARTICLE XXXII - ASSIGNMENT TO INVESTIGATOR POSITION

A. The Chief of Police shall assign employees to the position of Investigator under the procedures described below.

B. Selection Criteria:

1. Employees selected for the investigator positions must be first-class police officers and must receive a score of 70 percent or greater on a validated written test validated to the duties of the investigator. The employee's ranking on the written score shall constitute 70 percent toward the final ranking for investigator positions.

Effective January 1, 2016, employees who are first class police officers must have a minimum of two (2) years full time continuous service as a sworn police officer with the City of La Crosse.

2. Those employees that are first-class police officers and receive a score of 70 percent or better on the written test shall then be eligible to compete on the oral test for the investigator position. Effective January 1, 2016, the first class officer shall have a minimum of two (2) years full time continuous service as a sworn police officer with the City of La Crosse. The oral test shall be administered as follows:
 - a) A panel to conduct the oral test shall consist of two administrators and two supervisors, chosen by the Chief.
 - b) The oral test shall consist of a practical fact situation administered orally by the panel and scored by the panel. An applicant's score on the oral exam shall constitute 30 percent toward the applicant's final score.
 - c) Based upon the results of both the written and oral examinations, a list of applicants for the positions of investigators shall be established.
 - d) All investigators shall be selected by the Chief of Police on the basis of overall work record, including the following factors:
 - (1) Annual evaluations,
 - (2) Prior disciplinary matters,
 - (3) Special Certifications,
 - (4) Commendations,
 - (5) Score (written and oral)
3. List of Eligibles: An eligible list shall be established using the selection criteria stated above. Such eligibility list shall be effective as of the publication date from the Secretary of the Police and Fire Commission. A copy of the eligibility list shall be forwarded to the Chief of Police. The list shall remain in effect for a period of one (1) year from publication date and may be extended up to one (1) additional year by the Chief of Police.

C. Removal

1. If an investigator voluntarily elects to return to the police officer status, he/she must return to the first available slot until the next opening occurs, wherein

seniority shall prevail.

2. An investigator may be returned to the police officer rank for work performance issues. Such decision shall be reviewed in advance by all non-involved Bureau Chiefs. If the proposed removal of the investigator is not supported by the written work record, there shall be no removal. This decision is not subject to the grievance and arbitration procedure. If an investigator is returned to the police officer rank under this section, his/her return shall not disrupt the existing shift assignments and he/she shall go to the shift for which his seniority provides.

D. Seniority of Investigators

1. Seniority shall prevail unless otherwise provided herein.
2. Seniority shall prevail for the purposes of vacation selection.
3. For investigator positions, the City shall post in advance the job description and the anticipated duty hours. Duty hours may change thereafter according to workload or area of investigation, as determined by the Investigative Bureau. There shall be no split duty hours.

ARTICLE XXXIII FAMILY MEDICAL LEAVE

The City of La Crosse has established a Family and Medical Leave Act policy pursuant to Federal and State Family and Medical Leave Act.

ARTICLE XXXIV – LEAVE OF ABSENCE

An employee may request an unpaid leave of absence of up to thirty (30) calendar days. Said request may be granted by the Chief with approval from the Director of Human Resources. The unpaid leave of absence shall not be utilized or authorized for schooling, a new job, or travel.

ARTICLE XXXV – RANDOM DRUG AND ALCOHOL TESTING

Effective January 1, 2016, all sworn officers shall be subject to random drug and alcohol testing. Testing shall be limited to one (1) sworn officer per month, and shall be conducted by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory shall test for only the substances and within the current limits for the initial and confirmation test as provided within the NIDA standards, which may change from time to time. Alcohol testing shall be conducted by the laboratory using a breathalyzer or similar test equipment.

The random draw conducted by the laboratory will be provided to the Director of Human Resources or his/her designated representative for coordination and scheduling of said employee. Refusals or confirmed positive tests may invoke immediate dismissal from the Department. All results, including confirmed positives, shall be provided to the Director of Human Resources or his/her designated representative. Any positive test results will require notification of the Chief by Human Resources.


The employer shall be responsible for costs involved for random drug and alcohol testing . The employer shall select the laboratory for the random drug and alcohol testing provisions.

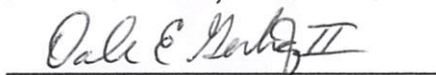
ARTICLE XXXVI - DURATION


These Agreements shall remain in full force and effect, commencing the first day of January, 2015 and terminating on the 31st day of December, 2017 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred and eighty (180) days prior to the date of expiration. It is understood and agreed that all expenditures or compensation to be paid to employees in accordance with this Agreement must meet the requirements and procedures required by law.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of December, 2015


LA CROSSE PROFESSIONAL
POLICE NON-SUPERVISORY
ASSOCIATION (LPPNSA)

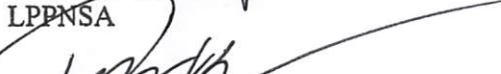

Andrew Rosenow, President - LPPNSA


Dale Gerbig, Vice-President
LPPNSA


Joel Miller, 2nd Vice President
LPPNSA

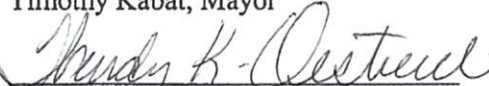

Ron Secord, Secretary
LPPNSA



Tony DeLap, Treasurer
LPPNSA

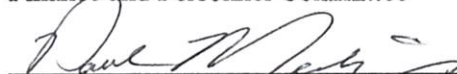

Dan Ulrich, Ex-Officio
LPPNSA

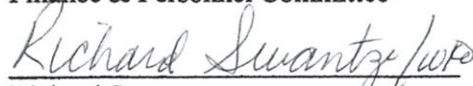
CITY OF LA CROSSE

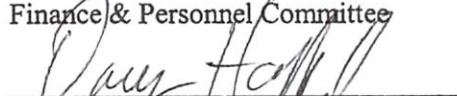

Timothy Kabat, Mayor

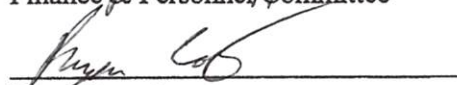

Wendy K. Oestreich
Director of Human Resources


Audrey Kader, Chair
Finance and Personnel Committee

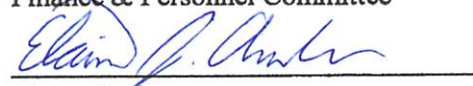

Paul Medinger
Finance & Personnel Committee


Richard Swantz
Finance & Personnel Committee


Doug Happel
Finance & Personnel Committee


Ryan Cornett
Finance & Personnel Committee


Phil Ostrem
Finance & Personnel Committee


Elaine Anderson
Finance & Personnel Committee


Martin Gaul
Finance and Personnel Committee

SCHEDULE A - For 2015, 2016 and 2017

Effecttive JANUARY 2, 2015 BASE RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 PATROL OFFICER - 80 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F	G	H
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	2	3	10	15	20	27
HOURLY RATE	24.26	24.77	25.31	29.14	30.01	30.89	31.76	32.64

JANUARY 2, 2015 BASE RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 POLICE INVESTIGATOR - 80 HOURS BI-WEEKLY

STEP	A	B	C	D	E
YEARS	0	10	15	20	27
HOURLY RATE	31.84	32.80	33.75	34.71	35.66

MEMORANDUM OF UNDERSTANDING #1

Extra Work Assignments

WHEREAS, certain police officers represented by the La Crosse Professional Police Officers Association participate in voluntary work assignments to provide security services for the Civic Center, schools and other requests for security which shall be mutually agreed upon between the Chief of Police and the Association President or his designee,

WHEREAS, such community activity managers must request and seek approval for such services from the Chief of La Crosse Police Department prior to any voluntary assignments.

WHEREAS, such approved requests shall be posted, including the name of the event, the date, time and place and the number of hours to be worked.

NOW, THEREFORE BE IT RESOLVED, that such officers providing security services shall be paid at time and one-half (1 1/2) the regular hourly rate for the affected officer, and further, that such officers shall be paid from the City's regular payroll account and as such receive fringe benefits usually associated with such payment. The regular hourly rate shall be defined as the rate that the officer is currently receiving for his or her work at the City at the time of such extra work assignment.

BE IT FURTHER RESOLVED, that overtime provisions in the work agreement between the Association and the City be hereby waived for the above voluntary work assignments.

MEMORANDUM OF UNDERSTANDING #2

Weapons

The City shall provide and maintain at all times a weapon for each officer. The weapon provided will be that which is recommended by the Chief of Police of the City of La Crosse.

MEMORANDUM OF UNDERSTANDING #4

Beards

Employees shall be permitted to wear beards. The beards shall be no longer than one-half inch and be neat and well groomed at all times. The beard style shall be as described in present policy.

MEMORANDUM OF UNDERSTANDING #5

Off-Duty Weapons

Officers shall be permitted to carry off-duty weapons under the following conditions:

- a. They notify the Chief of the fact that they intend to carry off-duty weapons.
- b. They qualify with the off-duty weapon.

MEMORANDUM OF UNDERSTANDING #6

Drug Testing

The parties agree to the drug testing program described below unless preempted by federal or state legislation.

1. PURPOSE

The Department's concerns are such that it is of paramount public interest to protect the public and to provide a safe working environment by ensuring that its personnel are fit for duty. The intent of this order is not only to identify an employee with a problem, but to correct the problem constructively.

The Department views chemical screening as an integral part of its concerns for the public we serve and its employees. However, it also recognizes the individual's reasonable expectation of privacy from unreasonable intrusions by his/her employer. In balancing these two issues, it is our intent to act in these matters only based upon reasonable individualized suspicion for employees. The exceptions to this are covered herein.

2. ENTRY LEVEL SCREENING

- A. All candidates for employment shall be required to submit to a screening of their blood and/or urine as a part of the pre-employment screening process. Refusing to submit or have a confirmed positive test for illegal prohibited drugs/controlled substances may be grounds for immediate disqualification.
- B. Subsequent screening(s) shall be required of all new employees prior to the completion of their probationary period. Refusals or confirmed positive tests may invoke immediate dismissal from the Department.

3. DRUG ENFORCEMENT ASSIGNMENT

Sworn personnel primarily assigned to drug enforcement duties shall be required to submit to a chemical screening prior to accepting the assignment, and random screening during the assignment.

4. REASONABLE INDIVIDUALIZED SUSPICION - SCREENING

- A. Whenever possible, two observing supervisors shall consider an employee's behavior on duty that may be indicative of drug/alcohol use in making a determination whether reasonable individualized suspicion exists.
1. Third party observations/claims shall not warrant immediate screening of an employee.
 2. Any employee can enact this process through a non-involved supervisor where the employee has a reasonable basis to believe that another employee is illegally using or under the influence of a drug/narcotic/chemical while in the work place.
 3. Definition - Reasonable Individualized Suspicion: A basis upon which employees will be required to undergo a chemical screening. It shall be based on objective facts that the employee is using or is under the influence of a chemical in the work place based upon the observations and/or investigation of supervisors.
- B. ONLY the personal observations and/or investigation by a supervisor shall warrant testing. When more than one supervisor is on duty, a minimum of two supervisors will make such observations and must concur with testing prior to any screening. When only one supervisor is on duty, he/she will call his/her Bureau Director or Deputy Chief to get such concurrence.
- C. All observations and the investigations will be documented on the Screening Supervisory Report.
1. Immediately prior to any testing based upon reasonable individualized suspicion, the supervisor will issue a written advisory to the employee stating that the requested test is based upon causes briefly defined therein.
 2. The employee will sign and date the advisory, as will the supervisor. The employee shall receive a copy of the advisory. The testing process will occur regardless of whether or not the employee signs.
- D. NOTE: Unusual behavior may be caused by a number of reasons unrelated to chemical influence.

5. PRESCRIPTION AND NON-PRESCRIPTION DRUGS/MEDICATION

- A. An employee using a drug/medication that he/she feels may affect his/her performance shall inform his/her supervisor prior to coming on duty of such drug/medication and possible side effects.

- B. This information will be held confidential by the immediate supervisors and the employee.
- C. It is the responsibility of the employee to advise the supervisor requesting a chemical screening that he/she is or has taken within the past 72 hours prescription or non-prescription drugs or medications, if this is true.
 - 1. The employee shall specify the type of medication, amount taken, and time frame that such drugs were taken.
 - 2. This information shall be provided prior to any test or screening process.
 - 3. Written verification of lawful possession/use as recommended by a doctor or the manufacturer will be supplied to the supervisor within 48 hours after testing. The Department requires employees who are tested to provide evidence within 48 hours that all prescription medication was lawfully obtained through a person authorized by law.
 - 5. Any employee using another person's prescription medication may be deemed to have illegal possession if the substance is controlled by law, and subject to disciplinary proceedings, prosecution, or as otherwise authorized by the Chief.
- D. The involved employee may be withheld from the work place until such time as he/she presents the Department with written documentation that he/she was in legal possession of the medication/drug and within stated dosage. This section pertains only to cases of a confirmed positive test of an employee relevant to chemicals under "V".

6. BLOOD AND URINE SPECIMENS

- A. All specimens will be collected in a medically approved manner by a trained person under medically approved conditions.
 - 1. Urine specimens will be obtained in a manner that provides integrity of the specimen and concern for the employee.
 - 2. Only sterile vials provided by the medical facility for tests shall be used for specimens.
- B. Specimen Amount Required. A minimum of 60 milliliters of urine and/or a minimum of 20 milliliters of blood is required for chemical screenings. This will afford sufficient amounts for Department testing and that of an employee, should he/she desire a re-test.
- C. All blood or urine specimens will be sent to the testing laboratory. To insure confidentiality, labeling of specimens will include only the employee's code number.
- D. Approved Testing Facility.
 - 1. The facility used by the Department will:
 - a. Be required to perform all required testing.

- b. Provide a secure area to accommodate specimens.
 - 2. The Department will have the right to inspect the facility to ascertain compliance with its requirement. This right also applies to the Association.
 - E. All initial and confirmation tests shall be at Department expense. Initial and confirmation tests will be done by approved medical standardized tests.
 - F. A member having a confirmed positive screening may request to have an additional test conducted at his/her expense and at a laboratory of his/her choice.
 - 1. A written request to the Chief must be made within three business days after the employee was advised of the test results.
 - 2. The sealed specimen will be transmitted to the employee's requested laboratory at his/her expense.
 - 3. Written retest results will be provided to the Chief by the employee within ten days after the specimen was delivered to the employee's selected laboratory.
7. BREATH ANALYSIS
- A. The supervisor(s) may utilize either or both the preliminary breath test and the intoxilyzer as appropriate in his/her investigation with results documented in his/her investigation.
 - B. All testing will be in compliance with accepted procedures. Such tests will not be the sole determinant for warranting further tests.
8. SCREENING RESULTS
- A. All correspondence from any laboratory addressed to the Chief will immediately be forwarded to that office.
 - B. All results will be CONFIDENTIAL, with dissemination limited to those having the expressed consent of the Chief and as required in counseling or treatment.
 - C. All confirmed positive specimens will be retained for identification purposes at the City's authorized laboratory for six months unless notified by the Chief authorizing otherwise. Employees who have a separate test shall also be required to retain that result for six months.
9. EMPLOYEE ASSISTANCE PROGRAM (EAP)
- A. Voluntary Participation in EAP.
 - 1. A Department employee having a drug/alcohol problem may voluntarily participate in EAP provided that:
 - a. Voluntary participation is only a one-time offer.
 - b. The employee may not volunteer after such participation has been mandated by the Department.

2. The progression of participation in EAP under this order may be:
 - a. Voluntary by the employee.
 - b. Mandatory by the Department.
 - c. Final disciplinary action.
- B. The Department, upon confirmation of a positive chemical test of an employee, may suspend him/her and will attempt to assist the employee by referring him/her to the EAP for further assessment or referral to appropriate counseling or treatment.
- C. If the employee fails to utilize the assistance to overcome his/her problems and/or fails to make reasonable progress as determined by treatment personnel, continues to perform in a sub-standard manner, or continues being under the influence of chemicals in the work place, then he/she will be considered a safety hazard. This shall result in corrective action which may include termination.
- D. Assistance rendered under the program is confidential other than the employee signing a consent to release progress reports to the Chief.

10. DEPARTMENT ACTIONS

- A. Corrective action may be taken against an employee found to be under the influence or in unauthorized possession of chemicals in the work place.

The extent of discipline is dependent upon the following factors:

1. Type of violation.
 2. Severity.
 3. Prior like violations.
 4. Prior service record.
 5. Defiance, carelessness.
- B. Severity of violation may invoke dismissal at any point, regardless of the number of prior violations of a like nature.
 - C. On any action, EAP counseling and follow-up may be applied.
 - D. If an employee refuses to submit to chemical screening, the supervisor will notify the Chief or Deputy Chief immediately. If warranted, the supervisor may relieve the employee from duty. This will be with pay, pending review by the Chief of the investigation and of the refusal to submit to screening.

11. SUPERVISORY TRAINING

Each supervisor from Sergeant through Captain will be required to participate in chemical abuse identification training. The training will be conducted by qualified people in the following areas:

- A. Medical. Understanding chemical abuse/use; Symptoms of chemical abuse/use; Articulation of symptoms and facts; Documentation; Testing procedure-an overview; Employee Assistance Program.
- B. Legal. Constitutional Overview; Civil Liability; Corruption Potential.

MEMORANDUM OF UNDERSTANDING #7

Voluntary Dental Plan

The City agrees to provide administrative services only for a Union sponsored voluntary dental plan made available to bargaining unit members.

MEMORANDUM OF UNDERSTANDING #8

Medical Benefit Plan Premium Tier Structure Review

The Association and the City agree to engage in discussions regarding changes to the medical benefit plan premium tier structure. Such discussions shall occur in 2016 for possible implementation in 2017. It is understood that the discussion is limited to the current medical benefit plan premium tier structure (3 tier: single, limited family and family). Premium share will remain at 12.6% for those employees who fully participate in the Health Risk Assessment. Employees who do not participate in the Health Risk Assessment will remain at 16%. The parties agree that a change to the tier structure requires agreement by both parties and shall not be subject to arbitration.

La Crosse Police K-9 Program

1. Employees assigned as canine handlers will be granted additional compensation to care for their assigned dog. Canine handlers will receive one half-hour of compensation for work time related to the caring of the dog at home, including, but not limited to, training, exercise, feeding, grooming, cleaning the assigned vehicle, cleaning the kennel, and kennel upkeep. The employee shall receive his or her regular rate of pay, as set forth in the applicable Collective Bargaining Agreement. The one half-hour of compensation shall be in addition to compensation for the regular assigned shifts and any overtime compensation associated with being held over for duty related matters. The one half-hour of compensation shall apply on off days and leave days, unless otherwise stated in this agreement. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior supervisory approval and will be paid under Article XIV – Overtime of the Labor Agreement. The one half hour per day of compensation shall be paid on the last day of the month for all applicable days minus any days that the dog is kenneled at the City's expense.
2. The City of La Crosse shall be responsible for expenses related to its dog's care and maintenance including food, as deemed necessary by the City; e.g., outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and medical visits. The immunizations and medical needs shall be provided by the City's chosen veterinarian, with prior approval, absent exigent circumstances. Decisions regarding the medical treatment for the canine will be made by the City.
3. The City of La Crosse shall determine the appropriate training related to the canine handler and dog.
4. Employees assigned as canine handlers will not receive compensation for commuting to work, either under normal circumstances or those associated with recall.
5. Employees selected to be canine handlers must make a 3 year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. The Chief of Police may reduce this time at his/her discretion.
6. Canine handlers will be provided an appropriately equipped canine take home vehicle and must live within a fifteen (15) mile radius of the City of La Crosse.
7. The City reserves the right to determine the shift assignment of the canine handler.
8. An employee assigned as a canine handler will be required to carry a department issued cellular telephone or pager during off-duty hours, unless on a scheduled leave day or with prior approval of his or her supervisor.
9. If the employee or the dog are unable to perform in their respective capacities because of circumstances that remove them from work; e.g., illness or injury, the department reserves the right to terminate the assignment or reassign the dog to another handler. The one half hour of compensation awarded for care and maintenance of the canine will not apply if a handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is assigned.

10. When the dog's service life as a police canine has been exhausted, the employee assigned as the dog's handler at that time shall be allowed to purchase the dog for \$1.00. The final determination of a dog's useful service life shall be made by the Chief of Police or his/her designee. If, upon conclusion of an employee's assignment as a canine handler, the canine has a useful service life remaining, it shall be the decision of the Chief of Police to retire or reassign the dog. In the event ownership of the canine is transferred to the handler, the one half hour of compensation for care and maintenance of the canine, as well as any additional financial support for the direct care and maintenance of the dog will cease. Any assets owned by the City will be returned to the City.
11. The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off of one (1) week or more will be born by the City. Kenneling services necessitated by any time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor/individual who will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The one half hour of compensation awarded for care and maintenance of the canine shall not apply when the dog is being kenneled at the City's expense
12. All compensation earned under this M.O.U. shall be paid at the applicable overtime rate.

MEMORANDUM OF UNDERSTANDING #10
TWELVE HOUR WORK SCHEDULE – PILOT PROGRAM

The City of La Crosse and the La Crosse Professional Police Officers Association have jointly developed a twelve (12) hour work schedule for sworn non-supervisory police officers of the La Crosse Police Department , which is based upon a twenty-eight (28) day work period with a total of 2080 hours worked per year.

The LPPNSA and the City are desirous of implementing a new work schedule on a trial basis, and have declared a working period of twenty-eight days (171 hours) “7K” work period pursuant to the provisions of the Fair Labor Standards Act. Effective January 1, 2016 the work year will consist of 2080 paid hours – Officers will be paid for an eight (8) hour workday on their . existing five (5) working days on followed by two (2) days off, and then five (5) working days on followed by three (3) days off (5/2-5/3).

The parties have agreed to implement a schedule change on an 18 month trial basis beginning on or about July 1, 2016 and ending on Dec 31, 2017 unless extended, as is provided hereinafter.

The impact of the trial work schedule on the operations of the La Crosse Police Department and its sworn officers and the services provided to the public will be monitored on an on-going basis throughout this trial period.

The parties recognize that various provisions of the collective negotiations agreement are impacted by such revised work schedules. It is hereby agreed and understood between the parties as follows:

1. The City of La Crosse and the LPPNSA have jointly developed a trial 12 hour schedule for patrol officers which, is based upon a twenty-eight (28) day one hundred and seventy-one (171) hour work period.
2. Employees covered by the LPPNSA agreement and presently working a patrol shift schedule of five (5) working days on followed by two (2) days off, and then five (5) working days on followed by three (3) days off (5/2-5/3), shall work a twelve (12) hour shift schedule.
3. Shifts are defined as 6:00 a.m. to 6:00 p.m. for the day shift and 6:00 p.m. to 6:00 a.m. for the night shift. Overlapping patrol coverage will be accomplished by having “early” patrol assignments of 5:00 a.m. to 5:00 p.m. and 5:00 p.m. to 5:00 a.m.
4. Employees covered by the LPPNSA agreement and presently working a schedule of five (5) working days on followed by two (2) days off and then repeated (5/2-5/2), typically investigative/administrative/school personnel will also be covered under the twenty-eight (28) day one hundred and seventy-one (171) hour (7K) work period.
5. The following will also apply to 5/2-5/2 scheduled employees:
 - a. Will be paid 2,080 hours per work year.
 - b. Employees will be allowed the option to work a four (4) day – ten (10) hour shift if it is mutually beneficial to the Department and employee and not to exceed 2080 paid hours per year. An employee working under section 5-b may exchange the day off from their assigned day off to another day off within the next 60 days with the approval of the Chief of Police or his/her designee. Employees working 4/10 will not receive “work

- back hours” as the scheduled work hours will not exceed 2,080 scheduled hours.
- c. Employees will be allowed the option to work five (5) working days of eight and four tenths (8.4) hours per day, repeated each week- typically, Monday through Friday, if it is mutually beneficial to the Department and employee and not to exceed 2080 paid hours per year. Employees working under this schedule will receive 104 hour “work back hours” in lieu of the hours scheduled in excess of 2,080 hours and will be treated the same as stated in Section 9 - a through c of this agreement
 - d. Employees assigned as School Resource Officers (SRO) will work a 5/2-5/2 schedule on an 8.4 hour work day. When assigned back to shift under Article XVIII-D, they will maintain the 5/2-5/2 schedule and will continue to work an 8.4 hour day.
 - e. Employees assigned to Community Problem Oriented Policing positions/Neighborhood Resource Officers will work the 5/2-5/2 schedule on an 8.4 hour workday or have the option of section 5-b above, if approved by management.
6. The 12 hour work schedule will be two (2) consecutive twelve (12) hour days on duty followed by two (2) consecutive days off, followed by three (3) consecutive twelve hours days on duty followed by two (2) consecutive days off, followed by two consecutive twelve hour days on duty followed by three (3) consecutive days off (2/2-3/2-2/3 cycle).
 7. The City and the LPPNSA agree that a 12 hours shift study team consisting of three (3) members appointed by the LPPNSA along with three (3) members of the LPPSA and three (3) members appointed by the Chief of Police will continue to study the twelve (12) hour shift and its progress during the trial period. The study team will make final recommendations around October of 2017, on the continuation of twelve hour (12) shifts, as well as any recommended modifications.
 8. The Chief of Police will determine the staffing levels (that is, the exact number of police officers) for each of the two shifts that are necessary for the twelve (12) hour schedules. In addition, the Chief of Police shall have the right to alter said staffing levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.

HOURS OF WORK AND ABSENCES FROM DUTY

9. Under the twelve (12) hour work schedule, officers working will be scheduled to work twelve (12) hours per work day. Over the entire fifty-two (52) week calendar year, said 12 hour or 8.4 hour schedule will result in a total of one hundred and four (104) additional scheduled hours over the contractually established 2,080 annual work hours. This agreement is based upon a 2,080 scheduled hours per year. In order to reduce the total number of hours back to 2,080 hours, officers will be required to un-schedule 104 scheduled work hours generated by the twelve (12) hour schedule. The 104 “work back hours” will be addressed in the following agreed upon manner.
 - a. The additional 104 hours will not be considered overtime hours or paid hours
 - b. Officers assigned to a twelve (12) hour 2/2, 3/2, 2/3 work schedule or 8.4 hours 5/2-5/2 work schedule will be allotted one hundred and four (104) banked hours of time off on Jan 1 of each year. Such hours will be pro-rated if an officer is assigned after Jan 1 based on the total number of hours over 2080 hours that are projected to work in remaining calendar year.

- c. Officers will be allowed to use the banked 104 “work back hours” in lieu of regular scheduled work hours over the course of the calendar year at the approval of the Chief of Police/designee. Work back hours are not allowed to be carried over to a following year and shall not be subject to payout at end of year. Officers must use work back hours. Officers shall have all unused workback hours scheduled for use by October 1st of each year, or those hours will be scheduled by the Chief of Police/designee.
 - d. In order to accommodate the July 1, 2016 start date of the 12 hour work schedule, employees will receive a pro-rated fifty-two (52) “work back hours” effective Jan 1, 2016. Such hours will be used in accordance with Section 9 a-c of this agreement and can be used starting Jan 1, 2016.
10. The conversion of vacation time shall be hour for hour based upon an 8 hour work day as follows:
 - 1 week = 40 hours
 - 2 weeks = 80 hours
 - 3 weeks = 120 hours
 - 4 weeks = 160 hours
 - 5 weeks = 200 hours
 - 26 days = 208 hours
 - 27 days = 216 hours
 - 28 days = 224 hours
 - 29 days = 232 hours
 - 30 days = 240 hours
 11. The conversion of Funeral leave shall be day for a day in accordance with Article VIII of the LPPNSA agreement. Officers working 12 hour day will be treated the same as those working an 8 or 10 hour day.
 12. Conversion of Holidays will be hour for hour based on an 8 hour work day. Currently, eleven (11) holidays are recognized. Each officer will be credited a Holiday Compensation Time Bank pro-rated for the number of recognized holidays scheduled in the calendar work year. Eleven (11) days = 88 hours
 13. All other language of the LPPNSA agreement under Article XVI regarding holiday premiums remain status quo with the following changes.
 - a. Employees scheduled to work on any of the recognized holidays shall receive time and one-half pay for all hours worked on the holiday in addition to the 88 hours of Holiday Compensation Time.
 14. Conversion of Personal Business Time 4 days X 8 hours = 32 hours. If the either party elects to revert back to the 8 hour 5 on 2 off – 5 on 3 off schedule, the personal business hours will also revert back to 24 hours.
 15. Conversion of Sick Time 1 day = 8 hours

OVERTIME

16. Overtime compensation at time and one-half (taken as pay or comp time) shall be earned when a police officer works in excess of his/her regularly scheduled shift (12, 10 or 8.4)

hours in any one shift.

17. If an officer works and is paid for more than one hundred seventy-one (171) hours in any twenty-eight (28) day work period, they shall receive overtime compensation at time and one-half pay, with the exception of the hours worked under section 9-a (104 work back hours).
18. Any Overtime hours for call back, court, extra-duty, grant, security or off duty phone calls will follow the provisions of the current collective bargaining agreement.
19. Field Training Officers - Article IX-D, shall be amended to include; If an employee serves as an FTO for 12 hours, he/she shall receive 1.5 hours of overtime.

TRAINING

20. At the discretion of the Chief of Police/designee, an officer assigned to a twelve (12) hour schedule may be temporarily placed on a 5/2 (8.4-hour day) schedule for training purposes when said training exceeds a four (4) day consecutive period.
21. When an employee is assigned to attend training and the training is less than 12 hours for employees on a 12 hour schedule or less than 10 hours for employees on a 4/10, the employee shall pre-arrange with their shift command to make up the work hours, or promptly return to his/her division and be prepared to work the remaining hours, or use banked unused time off to cover the remaining hours, subject to advance management approval.
22. Overtime for employees voluntarily attending training will be governed under the twenty-eight (28) day, one hundred seventy-one (171) hours Fair Labor Standards Act, specifically, Section 207 (k). Training hours that do not exceed the 28 day/171 hours will be compensated at straight rate. Training hours that exceed the 28 day/171 hours will be compensated at time and one-half.
23. Any Mandatory training will be compensated at time and one-half pay or comp time.

MEAL TIME/BREAK TIME

24. Because payment for meal periods is included in the standard workday, the City is not liable for any additional compensatory time. One thirty (30) minute meal period and two (15) minute break period shall be permitted during each twelve (12) hour segment during the tour of duty. The meal and/or break period shall be non-contiguous, subject to call, and are included in the work day. Meal and/or break periods will be authorized by the shift commander or supervisor.
25. If the Department reverts back to the 40 hour work week or another schedule, in that event, all of the revised provisions as a result of the work schedule change shall revert into those terms and conditions which were contained in the immediately preceding collective bargaining agreement absent these revisions.
26. In the event of a conflict between the provisions of this Addendum and any other language in the LPPNSA work agreement, the provisions of this Addendum will prevail.

27. Employees working the 12 hour schedule shall not engage in any outside employment within eight (8) hours of beginning such shift or on a regularly scheduled work day
28. In order to avoid fatigue, employees working the /12 hour schedule all efforts will be made to avoid working more than seven (7) days at a stretch and no more than 16 hours straight. This does not include mandatory court appearances or other emergency situations. In the case of a mandatory court appearance, the employee at their option, can utilize all or part of the court appearance time as “time worked” for their next scheduled shift, if that shift is scheduled less than 12 hours from the end of the court appearance.
29. In the event that either party determines to discontinue the 12 hour work schedule after the December 31, 2017 trial date, both parties agree that the work schedule will revert back to the 2,080 work year, 8 hour scheduled day of five (5) days on followed by two (2) days off followed by five (5) days on followed by three (3) days off and repeated (5/2-5/3). Officers working a 5/2 – 5/2 Monday to Friday Schedule will receive 16 work back days to compensate for not receiving a third day off every other week.

CITY OF LA CROSSE
ATTENDANCE POLICY
LPPNSA
Effective January 1, 2016

PURPOSE

This policy is to ensure that a consistent procedure is used by all city departments in the administration of attendance at work for sworn non-supervisory Police employees.

ATTENDANCE

All employees will be required to be regular in their attendance and to meet normal attendance standards. For reporting purposes refer to below procedures. Three levels of attendance standards have been established ranging from adequate to unacceptable. Each employee shall meet or exceed the "adequate" standards. If an employee's yearly attendance, (i.e. January 1 – December 31) falls below this expected level, they will be counseled and warned, and the employee would not be eligible for personal business days in the following year. If the problem persists, the employee will be subject to disciplinary action.

For definition purposes, a day of absence means each individual day, or portion thereof, lost from work due to reasons **other than: approved** leave of absence, vacation; personal business; family care; bereavement; flex time; military leave; Family Medical Leave; jury or witness duty; injury suffered on the job; disciplinary action; or a physician excused illness or medical appointment of the employee.¹ An occurrence is defined as each consecutive occasion that an employee misses work. Example: If an employee is off sick for two consecutive days (ten hours per day) with the flu that would count as one occurrence and twenty hours absence.

Any sickness or injury of more than three (3) consecutive work days duration must be verified by a physician's certificate. This certificate must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence. Effective January 1, 2017, an employee whose attendance rating fell below adequate the previous year will be required to provide a physician's certificate for absences of more than 2 consecutive work days.

Where the city has reasonable cause to suspect sick leave abuse exists, the city reserves the right to require reasonable medical substantiation, including a general diagnosis, for any and all prospective sick leave absences including those of two (2) or less workdays. Any and all medical substantiation, including physician certificate, required under this policy may bypass the employee's immediate supervisor and be directed to the City's Human Resource Department, if the employee so desires.

REPORTING PROCEDURE FOR EMPLOYEES REQUESTING SICK LEAVE:

The Employee must:

- Personally notify his/her Supervisor or their designee prior to the scheduled start of the shift. Exception – If the employee is incapacitated by a medical condition that would prevent him/her from making the call personally.
- Inform management of the general nature of the illness and expected date of return.

- Inform management if leave is for Family Care. Employees are allowed up to 3 Family Care days (deducted from accrued sick leave bank), and are designated for injury/illness of the employee's minor dependents.
- Keep management informed of changes effecting return to work date.
- Present acceptable medical substantiation upon return to work following more than three (3) consecutive scheduled work days off due to illness or injury. The medical substantiation must be presented to a Supervisor or Human Resources upon returning to work. Effective January 1, 2017, an employee will be required to provide a physician's certificate for absences of more than 2 consecutive work days if their attendance rating fell below adequate the previous year.
- All acceptable medical substantiation for approved absences must be turned into Human Resources within 30 calendar days of the appointment. Late submissions will not be accepted.

MEDICAL/DENTAL APPOINTMENTS:

If the work schedule allows, employees may use accrued sick leave for their medical/dental appointments as follows:

- The employee may use sick leave for the duration of the employee's medical/dental appointment, plus any travel time necessary to and from the appointment, (i.e. an employee has a doctor's appointment at 10:00 a.m. In order to make it there he/she requests to leave at 9:30 a.m. His/her appointment is completed at 11:00 a.m. He/she is expected to return to work immediately after the appointment, i.e. 11:30 a.m.).
- An employee will not be allowed to take the entire day off for an appointment, unless special circumstances warrant such as conditions which affect their ability to safely, effectively or thoroughly perform their job description's essential duties.
- Sick leave is not intended to provide additional income to an employee, but as a substituted form of pay for time attending the employee's appointment. Sick leave may be used for the time period for which the employee's appointment falls during normal work hours, (i.e. the employee is scheduled for an appointment at 4:00 p.m. and ends at 5:00 p.m. The employee's normal scheduled work day would have ended at 4:30 p.m., so the employee would only be able to use sick leave from 4:00 p.m. – 4:30 p.m.).
- Every effort should be made to schedule appointments during non-work time.

ATTENDANCE STANDARDS

ATTENDANCE CRITERIA

“Adequate”

- 32 to 56 total hours of absence
- 4 occurrences

“Poor”

- 64 to 80 total hours of absence
- 5 to 7 occurrences

“Unacceptable”

- 88 hours or more total hours of absence
- 8 or more occurrences
- A noticeable pattern of absence is present

Employees must meet both criteria for each standard to be considered for that category. For example, if an employee has 2 occurrences each lasting 24 hours (for a total absence of 48 hours) the appropriate standard would be “Adequate”.

FALSE SICK REPORTS

Employees who feign illness or injury in order to use sick leave, or to avoid working assigned work, are subject to disciplinary action, up to and including discharge.

REPORTING LATE FOR WORK:

Employees failing to report for work at their scheduled start time will be considered late. Employees shall make every effort to notify their Supervisor or their designee if they are going to be late with their expected time of arrival to work.

The number of late occurrences will be recorded on a yearly (12) twelve month cycle i.e. January - December.

LATE STANDARDS	LATE CRITERIA
“Excellent”	- 2 or less late occurrences
“Adequate”	- 3 or 4 late occurrences
“Unacceptable”	- 5 or more late occurrences

VIOLATIONS OF THE ATTENDANCE POLICY:

Employees violating this policy including failing to meet the adequate standards, shall be subject to discipline measures.

¹ City of La Crosse Family and Medical Leave Policy as defined by Wisconsin and Federal Family and Medical Leave Acts, Definition of Physician/Health Care Provider, 2001: **Health care provider.** Acupuncturist, audiologist, Christian Science practitioner, chiropractor, D. O., D. D. S., D. P.M., health care provider in foreign country, hospice, inpatient care facility, MD., marriage and family counselor or therapist, nurse-midwife, nurse, optometrist, O. T., P. T. psychologist, respiratory care practitioner, social worker, speech pathologist, or Wisconsin-licensed CBRF.