

WAGES & WORKING CONDITIONS

La Crosse Professional Police Supervisors

Effective January 1, 2015 – December 31, 2017



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RESOLUTION

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, hereinafter referred to as the City, and the La Crosse Professional Police Supervisors Association, hereinafter referred to as the Association.

WHEREAS, the mutual interests of the parties hereto are recognized by this agreement for the operation of the Police Department of the City of La Crosse, under methods that will promote efficiency, safety, cleanliness, proper care of equipment, property and the facilities of fair and peaceful adjustment of differences that might arise from time to time, and promulgating of rules and regulations and ethical conduct of business relations between the employer and the employee and to provide the best possible police protection for life and property to all of the citizens of the City of La Crosse.

WHEREAS, the City recognizes the La Crosse Professional Police Supervisors Association as the exclusive bargaining agent in Meet and Confer discussions with respect to wages, hours and conditions of employment for all Sergeants and Lieutenants.

BE IT RESOLVED BY THE COMMON COUNCIL, of the City of La Crosse that the following salaries and employment policies be adopted for the La Crosse Professional Police Supervisors Association bargaining unit comprised of police sergeants and lieutenants.

SECTION 1 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, national origin, religion, sex or membership in the Association.

SECTION 2 GRIEVANCE PROCEDURE

- A. A grievance is defined as a matter involving the interpretation application or enforcement of this agreement. It is mutually agreed, between the parties, that grievances shall be handled as expeditiously as possible; therefore, all grievances shall be initiated within ten (10) days, (Saturdays, Sundays, Holidays and Vacations excluded), of the incident. Economic grievances shall be filed within twelve (12) days, (Saturdays, Sundays, Holidays and Vacations excluded), of the incident. Economic awards shall be retroactive to the filing date of the grievance. Any grievances filed or not reported within the above limits shall be untimely and not considered to be grievable by the parties.
- B. The following steps will be followed when filing or reporting of a grievance is necessary:
1. Discussion of the grievance with the Shift Commander or Bureau Commander. If no solution is agreeable by the parties, then:
 2. The grievance will be reduced to written form. The grievance is to be signed and dated by the grievant and the Commander. The representative from the Association shall date and countersign the written grievance. The Commander shall within five (5) days, (Saturdays, Sundays, Holidays and Vacations excluded) respond in writing to the grievant.

3. If Step 2 does not present a resolution to the grievance then; the grievant will present the written signed and dated grievance to the Chief of Police, who will, after investigation of the grievance, discuss it with the City Director of Human Resources. Within five (5) days, (Saturdays, Sundays, Holidays and Vacations excluded), the Director of Human Resources will respond to the grievant in writing as to the City's position or solution.

4. Finally, if the grievant wishes to continue the grievance, the grievant shall:

Within thirty (30) calendar days, from the date of the Director of Human Resources written response, file with the Wisconsin Employment Relations Commission for Final and Binding Arbitration.

C. Final and Binding Arbitration

1. In accordance with Section 2. (B.4.), the Grievant may: Make a written request to the Wisconsin Employment Relations Commission for appointment of an arbitrator pursuant to its rules. A Copy of such request shall be delivered to the Chief, and Director of Human Resources for the City.
2. The parties shall equally share the expenses of the arbitrator and court reporter.
3. It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining the 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.
4. 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.
5. At any step in the grievance procedure, employees may be represented by a member of the grievance committee and/or any attorney of his choice.
6. All grievances originating in the association 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.

SECTION 3 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 Schedules 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. Networks with 100%

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 payments 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 Vendor/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. Health Insurance 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 retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.
- 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 which 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 payments 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 Section 4 shall receive the same medical benefit plan contribution rates as in effect for active employees. Years of service for retiree 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.

**SECTION 4
INCOME CONTINUATION INSURANCE**

The City will provide income continuation insurance. The City's premium contribution shall be limited to the employer's share of the cost as authorized by SS 40.61. The City shall select the carrier and/or self insure the present level of benefits.

**SECTION 5
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. Coverages 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 - Units I, II, III:
This plan is available to individuals covered by the Basic Plan. The amount of each Unit of Additional Life 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. 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 that 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.

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 January 1, 1992.

SECTION 6 EMPLOYEE SICK LEAVE

A. Accumulation

All employees shall accumulate one (1) day of sick leave which shall be credited to them for each full month of employment commencing with the first month of employment. For incumbent employees, a month of employment for accrual shall mean a month in which the employee actually works or receives pay from the City for at least fifteen (15) calendar days. The sick leave credits shall be capped at a maximum of 120 days. Effective January 1, 2016, a day for sick leave accrual shall mean 8 hours. The sick leave credits shall be capped at a maximum of 960 hours.

New hires:

Newly hired employees must have worked prior to the 15th of their first month of hire to accrue the initial one (1) day of sick leave. At termination a day of sick leave is only accrued for the last month if the last day worked is after the 14th of the month. Effective January 1, 2016, a day for sick leave accrual shall mean 8 hours.

Sick leave may accumulate to a maximum of one hundred and thirty-two (132) days. Any unused

sick days over the one hundred and twenty (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 1st 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 1st pay period of January. The parties agree to reevaluate the results of this program at the end of each calendar year. Effective January 1, 2016: In reference to this paragraph 132 days shall mean 1056 hours; 120 day cap shall mean 960 hours; six (6) days shall mean 48 hours.

Accumulated sick leave may be used for any bonafide illness or injury of the employee except injuries or illnesses incurred by employees engaged in any outside employment or business.

Sick leave for sickness or injuries of three (3) consecutive days or more 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. 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.

Where the City has reason to suspect sick leave abuse exists, the City reserves the right to require acceptable medical substantiation, including a general diagnosis, for any and all sick leave absences including those of two (2) or less workdays. This requirement shall only be required after advanced written notice of such is provided to the employee. This requirement shall remain in effect for one (1) year, and may be extended by the Police Chief for non-compliance.

Any and all medical substantiation, including physician certificate, required under this Article may bypass the employee's immediate supervisor and be directed to the City's Human Resource Department, if the employee so desires.

Sick leave pay shall be based on the rate of pay of an employee's classification.

Personal Business: Employees may use up to three (3) days of accumulated sick leave credits for personal business provided, however, that employees shall request approval from 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: Employees may use up to thirty two (32) hours of accumulated sick leave credits for personal business, subject to the same provisions noted above, as defined in MOU #4. Effective January 1, 2017, requested for personal business days are 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 in the succeeding year, and any such requests would be denied.

Sick Leave Pay-Off at Retirement

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. 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 Employee's 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.

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 (see 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.

B. 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.

C. Family Care Days:

Employees may use up to two (2) days of accumulated sick leave credits to care for their minor dependents due to illness or injury. 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.

- D. Catastrophic Leave:** Effective January 1, 2016, upon accruing the maximum sick leave accrual (132 days/1056 hours), 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

SECTION 7 FUNERAL LEAVE

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 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) 7 1/2 hour days, calculated at the employee's classified rate of pay. Immediate family shall be defined as the employee's father, mother, legal guardian, spouse, children, brother or sister, mother-in-law, father-in-law, son-in-law or daughter-in-law. (Effective January 1, 2016, step parent shall be included as immediate family for this Section.)

In the event of the death of a grandparent, grandchild, great grandparent, great grandchild, brother-in-law, or sister-in-law, funeral leave may be authorized not to exceed one day (7 1/2 hours) for absence on the day of the funeral.

No funeral leave will be allowed if the employee is on vacation, sick leave for illness, lay-offs, or any other leave of absence.

Effective January 1, 2016, a day of bereavement leave shall reflect the regular hours scheduled (i.e. 12, 8.4, 8, etc).

SECTION 8 WAGE AND SALARY SCHEDULE

A. Wage Increases

The salaries of employees are contained on the attached wage schedules and made part of this agreement as follows:

SCHEDULE "A" reflects a 2% increase effective January 2, 2015

Wages for 2016 and 2017 shall remain at the 2015 rate.

Effective January 1, 2016, the position of Sergeant, **Step A (only)** shall receive a premium of forty cents (\$.40) in addition to their base hourly pay. Effective January 13, 2017, the premium shall be increased by ten cents (\$.10) for a total premium of \$.50 per hour.

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

Promotional salary increases shall be effective on the date of such promotion. Progressive increases due to longevity or time in grade shall be effective on the applicable anniversary date of hire or promotion. In grade means time of employment as a Sergeant or a Lieutenant. Grade 8, effective April 1, 2011, shall represent a 2% increase above grade 5.

B. Computation of Longevity

Longevity shall be included in Salary Schedules and computed as follows:

1. At Step B, the hourly rate shall be three percent (3%) higher than Step A. Step B is effective following ten (10) years of service.
2. At Step C, the hourly rate shall be six percent (6%) higher than Step A. Step C is effective following fifteen (15) years of service.
3. At Step D, the hourly rate shall be nine percent (9%) higher than Step A. Step D is effective following twenty (20) years of service.
5. At Step E, the hourly rate shall be twelve percent (12%) higher than Step A. Step E is effective following twenty-seven (27) years of service.
6. Pay Step Advancement. All employees are entitled to pay step advances on the anniversary of their appointment to the department, after ten, fifteen, twenty and twenty seven years of service.

C. Special Payments

In addition to wage rates described on the attached wage Schedules, police supervisors assigned Head of Juvenile Bureau by the Chief shall receive the sum of twenty-five dollars (\$25.00) per month in addition to their specified wage.

In addition to wage rates described on the attached wage Schedules, police supervisors assigned to the Detective Bureau by the Chief shall receive the sum of twenty-five dollars (\$25.00) per month, in addition to their specified wage in recognition of on-call status and off-duty phone calls.

The supervisor (one only) that is designated by the Chief in writing as the Officer in Command (OIC) of the Emergency Response Team (ERT) shall receive \$35 per month. The Assistant OIC (one only), as designated by the Chief in writing, shall receive \$30 per month. Officers assigned as members of the (ERT) shall receive a premium of \$25 per month. Only one (1) ERT special payment per employee.

D. Temporary Assignment to a Higher Rank

If an employee is officially assigned all of the duties and responsibilities of a higher rank on a temporary basis for a period in excess of thirty (30) continuous calendar days he/she shall be paid at the next higher pay step for his position or at the rate for the position assigned to whichever is more provided that there is an available vacant position in the departmental budget.

**SECTION 9
WORKER'S COMPENSATION**

It is expected that members of the Police Department shall exercise sound safety practices in the performance of their duties. Members of the Police Department 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 outlined below.

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 entitle the employee to full salary pay and shall so state on the report covered in Procedure in case of injury on the job. In any event, no benefits shall be paid unless and until the compensation insurance carrier of the City shall admit liability and commence payment thereon and such payments shall be made only for so long as the compensation carrier shall make payment. In any event, such full salary pay shall only cover the healing period of temporary total disability and the contribution of the City of La Crosse to such full salary pay shall be the difference between the amount paid by the compensation carrier and the employee's regular salary at the time of the injury or illness. 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.

In cases involving third party liability, Section 102.29 of the Wisconsin Statutes shall apply.

**SECTION 10
CONTRIBUTIONS TO PENSION SYSTEM**

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

**SECTION 11
CLOTHING ALLOWANCE**

A. Benefit

The clothing allowance shall be five hundred seventy-five dollars (\$575.00) per year payable in two equal installments of two hundred 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.

Damage to Medically Necessary Items and Personal Items:

Medically necessary items (not eligible under the medical benefit plan) including eyeglasses, contact lenses and hearing aids, damaged or lost, involving a job related incident, shall be repaired or replaced by the City of similar quality, provided proof of loss is furnished and there is a police report substantiating the incident. Management shall make the determination of repair vs. replace.

Personal items damaged or lost, involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed one hundred dollars (\$100.00) per item pro-rata 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.

B. 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.

**SECTION 12
OVERTIME**

Employees subject to this agreement will be compensated for time worked over and above eight (8) hours per day at the rate of time and one-half the regular rate of pay for such employees as found on the attached wage schedules.

Regular Compensatory Time Bank

1. Employees shall be allowed to elect compensatory time in lieu of paid overtime. Employees may accumulate 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 fifty-six (56) hours must be used or it will be paid in cash as of the last pay period of each calendar year. Only fifty-six (56) 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. The compensatory time bank increase from twenty-four (24) hours to eighty (80), may revert back to twenty-four hours on the last day of the year in 2017 if the City determines that this provision is causing a hardship.

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 1/3 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 employee's will be honored in the following order: 1) All requests from employees in the rank of Lieutenant shall be honored first, in order of rank seniority, 2) All requests from employees in the rank of Sergeant in order of rank seniority.

All employees working on Friday and Saturday of the Oktoberfest festival shall receive double time for such work, in lieu of any other overtime provisions. Oktoberfest double time hours shall be from 7 a.m. Friday to 7 a.m. Sunday. Effective in 2016, the hours for double time shall be from 6:00 AM Friday to 6:00 AM Sunday of the Oktoberfest weekend.

Hours worked in excess of the regular work week shall be compensated at time and one-half. Travel time to attend schools when officers volunteer to attend such schools, shall be compensated at the regular straight time rate. Travel time to attend school for mandatory training shall be paid at time and one-half.

DEFINITION OF OVERTIME FOR VOLUNTARY TRAINING

When members are engaged in voluntary training, overtime shall only be paid as follows:

1. Employee will be compensated at time and one-half for all hours worked over 171 in a 28-day work period as outlined in the Fair Labor Standards Act, Section 207(k) under the law enforcement exemption. Hours worked includes both voluntary and mandatory training that is compensable, however does not include vacation, holidays, sick leave and personal business days.
2. Having met the FLSA requirements of overtime, a contractual agreement is made that employees will be compensated for time worked in excess of eight (8) hours per day or in excess of the 171 hours worked in the 28 day work period at the rate of time and one-half the scheduled rate of pay for such employees. Compensable voluntary training under the contractual agreement will be paid at straight pay. (Effective with the implementation of MOU #4 for 12 hours shifts in 2016, overtime shall be calculated per the MOU).

Voluntary training shall be defined as all training that is not mandatory. Training that is not required to maintain certain certifications or status for specific job descriptions as determined by the Department. If the member does not agree with the classification of the training as voluntary, they are to contact the Director of Training to discuss the compensation and may withdraw or be withdrawn from the voluntary training. Failure to discuss the manner of classification with the Director prior to training will be deemed as acceptance of "voluntary training" and the compensation for such.

Mandatory training shall be defined as training that is required by the Department, by Training and Standards, or any training required to obtain or maintain certain department approved

certifications or level of competencies established as necessary by the Department.

Travel time – compensable travel time as hours worked for voluntary training purposes will be compensated at straight pay or comp time.

SECTION 13 CALL BACK AND MINIMUM COURT PAY

Employees recalled to duty after having left the premises shall receive a minimum of three (3) hours pay at time and one-half.

Employees called to testify in a court proceeding shall receive a minimum of three (3) hours pay at time and one-half if such employee is not regularly scheduled to work at the time of the proceeding.

SECTION 14 HOLIDAYS

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 one of the above holidays shall receive time and one half for all hours worked on the holiday plus 7.5 hours additional pay in cash, at straight time rates. Those employees scheduled to be off either on an assigned rest day or for any other reason on one of the above holidays, shall receive 7.5 hours pay in cash computed at straight time. Effective January 1, 2016, the 7.5 hours noted in this paragraph shall change to 8 hours.

In order to be eligible for holiday pay, qualified employees must work on the last regularly scheduled work day prior to the holiday and must further work on their first regularly scheduled work day after the holiday, unless excused by the Chief, Shift Commander or Supervisor.

Paid vacation, sick leave or compensated leave of absence shall be considered as excused for purposes of claiming holiday pay.

All holidays as provided above can be taken as compensatory time off in lieu of holiday pay, however the compensatory time, when used, shall be with the permission of the Chief of the Department or his designee. Such compensatory time, if not used or approved to be used when the last pay period in November is calculated, shall be paid in cash, on the first pay period in December.

SECTION 15 WORK WEEK

The work week for all employees covered by this Agreement is established at an average 37.5 hours per week. The schedule shall consist of a five on two off (5/2), five on three off (5/3) work week.

All employee's assigned to a five two (5/2) five two (5/2) work schedule shall receive sixteen (16) compensatory time days off per year with pay in lieu of a five on two off (5/2), five on three off (5/3) work week. The compensatory time off will be with prior approval of their supervisor. Effective January 1, 2016, the work week shall be established as forty hours per week. See MOU #4 for work week provisions including work back hours.

**SECTION 16
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. As such, employees that possess/attain a Bachelor's Degree in law enforcement/police science or a related field shall be compensated an additional fifty dollars (\$50.00) per month. Officers with an Associate's Degree in law enforcement/police science or related field shall be compensated an additional twenty-five dollars (\$25.00) per month.

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.

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

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. There shall be no education incentive for Associate Degree.

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

**SECTION 17
SHIFT ASSIGNMENTS**

There shall be three shifts. The three 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

In addition to the shifts identified above, the Chief of Police may establish additional shift hours as needed. A shift is defined as eight (8) consecutive hours of work.

Employees assigned to the various shifts shall receive monthly variable shift assignment pay (VSAP) as follows: first shift equals twelve dollars, second shift equals forty two dollars, and third shift equals fifty two dollars.

VSAP shall be as follows: first shift equals seventeen dollars (\$17), second shift equals forty-seven dollars (\$47), third shift equals sixty dollars (\$60).

Effective July 1, 2016: Monthly VSAP shall be as follows: first shift equals seventeen dollars (\$17) and second shift equals eighty dollars (\$80). For payroll purposes, the monthly VSAP shall be broke down to hourly payments to the employee.

**SECTION 18
VACATION**

Employees shall receive one week vacation after one (1) year of continuous service with the City with pay; two (2) weeks after two (2) years of continuous service with the City with pay; three (3) weeks after

six (6) years of continuous service with the City with pay; and four (4) weeks after fourteen (14) years of continuous service with the City with pay; five (5) weeks after twenty (20) years of continuous service with pay; 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.

Vacations shall start at the beginning of the employee's work week.

Time off without pay may result in pro-rated vacation accrual for the following year.

If an employee who has accumulated vacation credits is precluded from taking this accumulated vacation credits within the calendar year because of his/her work schedule or work scheduled by his/her supervisor, he/she shall be permitted to carry over into the next calendar year accumulated, but unused, vacation provided that any such carryover shall be used by March 31 of the succeeding calendar year.

SECTION 19 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.

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

SECTION 20 MANAGEMENT'S RIGHTS

Except as otherwise specifically provided herein; 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 decide initial job qualifications, to lay off for a lack of work or funds, to abolish positions, to make reasonable rules and regulations, to determine the schedule of work; to sub-contract work, to establish and implement new job descriptions subject to impact bargaining, together with the right to determine the methods, processes and manner of performing work are vested exclusively in Management.

**SECTION 21
VACANCIES WITHIN THE DEPARTMENT**

Any vacancy or new position created within the department shall be posted, listing the job description, requirements and qualifications. All members of the bargaining group shall be notified of such position and shall have an opportunity to seek the position if qualified.

**SECTION 22
CHECK-OFF**

The City shall deduct monthly association dues from the first two paychecks of each month from the wages of such employees who have authorized such payroll deductions. The City is to be held harmless in the event of any legal controversy involving this provision.

**SECTION 23
AMENDMENT PROVISION**

This agreement is subject to amendment, alteration or addition only by 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.

**SECTION 24
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 discussions for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**SECTION 25
RESIDENCY**

There is no residency requirement for any police supervisor subject to this agreement who began employment with the City of La Crosse before January 1, 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.

**SECTION 26
FAMILY MEDICAL LEAVE**

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

**SECTION 27
LEAVE OF ABSENCE**

The Police Chief may, with the approval of the Director of Human Resources, grant an employee a leave of absence without pay for good reason when the employee's services can be spared without detriment to the interest of the City. It is understood that leaves of unpaid absences under this clause will not be granted where employees have existing appropriate leave balances. Such leave shall not exceed thirty (30) days unless unusual circumstances are evident. The use of applicable paid leave in conjunction with leaves of absence for family and medical reasons will be administered in accordance with applicable State and Federal Laws. Time off without pay may result in pro-rated vacation accrual for the following year.

**SECTION 28
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.

**SECTION 29
ENTIRE AGREEMENT**

The foregoing constitutes an Entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

SECTION 29 DURATION OF AGREEMENT

This agreement shall remain in full force and effect commencing the first (1st) day of January, 2015; and terminating on the 31st day of December, 2017, and shall continue from year to year thereafter unless amended by subsequent Council resolutions.

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 of this 11th day of December 2015.

LA CROSSE PROFESSIONAL POLICE ASSOCIATION (LPPSA)

Tom Walsh
Tom Walsh, President

Joe Smith
Joe Smith, Vice-President

Randy Rank
Randy Rank, Treasurer

Kirk Flatten
Kirk Flatten, Secretary

Dan Kloss
Dan Kloss, Bargaining Team Member

Matt Malott
Matt Malott, Bargaining Team Member

Troy Negegaard
Troy Negegaard, Ex-Officio

CITY OF LA CROSSE

Timothy Kabat
Timothy Kabat, Mayor

Wendy K. Oestreich
Wendy K. Oestreich
Director of Human Resources

Audrey Kader
Audrey Kader, Chair
Finance and Personnel Committee

Paul Medinger
Paul Medinger
Finance & Personnel Committee

Richard Swantz
Richard Swantz
Finance & Personnel Committee

Doug Happel
Doug Happel
Finance & Personnel Committee

Ryan Cornett
Ryan Cornett
Finance & Personnel Committee

Phil Ostrem
Phil Ostrem
Finance & Personnel Committee

Martin Gaul
Martin Gaul
Finance & Personnel Committee

Elaine Anderson
Elaine Anderson
Finance and Personnel Committee

POLICE SUPERVISORS - SCHEDULE A - 2015, 2016 and 2017
EFFECTIVE JANUARY 2, 2015

BASE RATES AND LONGEVITY

STEP	POSITION	< 1 YEAR IN GRADE	1 YEAR IN GRADE	3 YEARS IN GRADE	5 YEARS IN GRADE	8 YEARS IN GRADE
	SERGEANT					
A	BASE RATE	32.57	32.92	33.24	33.86	34.54
B	10 YEARS	33.55	33.91	34.24	34.88	35.57
C	15 YEARS	34.52	34.90	35.23	35.89	36.61
D	20 YEARS	35.50	35.88	36.23	36.91	37.65
E	27 YEARS	36.48	36.87	37.23	37.92	38.68
	LIEUTENANT					
A	BASE RATE	35.60	35.96	36.32	37.05	37.79
B	10 YEARS	36.67	37.04	37.41	38.16	38.92
C	15 YEARS	37.74	38.12	38.50	39.27	40.06
D	20 YEARS	38.80	39.20	39.59	40.38	41.19
E	27 YEARS	39.87	40.28	40.68	41.50	42.33

**MEMORANDUM OF UNDERSTANDING #1
Voluntary Dental Plan**

October 27, 2015

**Tom Walsh, President
La Crosse Professional Police
Supervisors Association**

RE: Voluntary Dental Plan

Dear Tom:

This is to confirm an agreement made in negotiations for the 2015-2017 Wages and Working Conditions agreements. Effective January 1, 2006, the City agrees to provide administrative services only for a Union sponsored voluntary dental plan made available to bargaining unit members.

Sincerely,



**Wendy Oestreich
Director of Human Resources**

**MEMORANDUM OF UNDERSTANDING #2
MEG VEHICLES**

October 27, 2015

Dear Tom:

This is to confirm the understanding reached in negotiations for the 2015-2017 collective bargaining agreement regarding MEG vehicles.

Investigators assigned to the MEG unit may be assigned a take home vehicle, if a vehicle is available and is owned by the MEG unit, to allow for quick response to MEG cases. It is understood that the MEG vehicles will only be used for official police business. In addition, only authorized passengers are permitted.

AGREEMENT

Tom Walsh 12-11-2015
Tom Walsh date
President, LPPSA

Wendy K. Oestreich 12-14-15
Wendy K. Oestreich date
Director of Human Resources
City of La Crosse

MEMORANDUM OF UNDERSTANDING #3 DRUG TESTING

Drug Testing

The parties agree to the drug testing program describe below unless pre-empted 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 (2) issues, it is our intent to act in these matters only based upon reasonable individualized suspicion for employees. The exception to this are covered herein.

2. DRUG ENFORCEMENT ASSIGNMENT/EVIDENCE ROOM

Sworn personnel primarily assigned to drug enforcement duties or supervision of evidence room shall be required to submit to a chemical screening prior to accepting the assignment, and random screening during the assignment, as determined by Human Resources.

3. REASONABLE INDIVIDUALIZED SUSPICION – SCREENING

- a. Whenever possible, two (2) observing administrators 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.
 - i. Third party observations/claims shall not warrant immediate screening of an employee.
 - ii. Any employee can enact this process through Police Administration where the employee has a reasonable suspicion to believe that another employee is illegally using or under the influence of a drug/narcotic/chemical while in the work place.
 - iii. 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 Administration.
- b. ONLY the personal observations and/or investigations by Police Administration shall warrant testing. When more than one Administrator is on duty, a minimum of two (2) Administrators will make such observations and must concur with testing prior to any screening. When only one (1) Administrator is on duty, he/she will call a second Administrator to get such concurrence.
- c. All observations and the investigations will be documented in writing by the Administrator.

- i. Immediately prior to any testing based upon reasonable individualized suspicion, the Administrator will issue a written advisory to the employee stating that the requested test is based upon causes briefly defined therein.
 - ii. The employee will sign and date the advisory, as will the Administrator. 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 influences.
- 4. 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 Administrator prior to coming on duty of such drugs/medication and possible side effects.
 - b. This information will be held confidential by the Administrator and the employee.
 - c. It is the responsibility of the employee to advise the Administrator 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.
 - i. The employee shall specify the type of medication, amount taken and time frame that such drugs were taken.
 - ii. This information shall be provided prior to any test or screening process.
 - iii. 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 medicine was lawfully obtained through a person authorized by law.
 - iv. Any employees 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 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.
- 5. URINE SPECIMENS
 - a. All specimens will be collected in a medically approved manner by a trained person, under medically approved condition, at an approved testing facility.
 - i. Urine specimens will be obtained in a manner that provides integrity of the specimen and concern for the employee.
 - ii. Only sterile vials provided by the medical facility for tests shall be used for specimens.
 - b. Specimen Amount Required: A minimum of 45 milliliters of urine 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 urine specimens will be conveyed by laboratory courier to the testing laboratory. To insure confidentiality, labeling of specimens will include only date, donor's initial, and specimen ID number.
 - d. Approved Testing Facility
 - i. The facility used by the Department will:
 - 1. Be required to perform all required testing.
 - 2. Provide a secure area to accommodate specimens.

- ii. 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.
 - i. A written request to the Chief must be made within three (3) business days after the employee was advised of the test results.
 - ii. The sealed specimen will be transmitted to the employee's requested laboratory at his/her expense.
 - iii. Written retest results will be provided to the Chief by the employee within ten (10) days after the specimen was delivered to the employee's selected laboratory.
- 6. BREATH ANALYSIS
 - a. The Administrators 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.
- 7. SCREENING RESULTS
 - a. All correspondence from any laboratory addressed to Human Resources will immediately be forwarded to the Chief.
 - b. The Chief will present in person a copy of any positive test results to the employee.
 - c. All results will remain confidential, with dissemination limited to those having the expressed consent of the Chief and as required in counseling and treatment.
 - d. All confirmed positive specimens will be retained for identification purposes at the City's authorized laboratory for one (1) year. Employees who have a separate test shall be required to retain that result for six months.
- 8. EMPLOYEE ASSISTANCE PROGRAM (EAP)
 - a. Voluntary Participation in EAP
 - i. A Department employee having a drug/alcohol problem may voluntarily participate in EAP provided that:
 - 1. Voluntary participation in only a one-time offer.
 - 2. The employee may not volunteer after such participation has been mandated by the Department.
 - ii. The progression of participation in EAP under this order may be:
 - 1. Voluntary by the employee
 - 2. Mandatory by the Department
 - 3. Final disciplinary action.
 - b. The Department, upon confirmation of a positive chemical test of an employee, may initiate discipline, up to and including discharge. The Department may attempt to assist the employee by referring him/her to 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 and Director of Human Resources.

9. 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:
 - i. Type of violation
 - ii. Severity
 - iii. Prior like violations
 - iv. Prior service record
 - v. 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 Administrator will notify the Chief immediately. The Administrator will immediately 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.

10. TRAINING

Each Administrator will be required to participate in chemical abuse identification training. The training will be conducted by a 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

**MEMORANDUM OF UNDERSTANDING #4
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 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 LPPSA 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 LPPSA have jointly developed a trial 12 hour schedule for Police Supervisors which, is based upon a twenty-eight (28) day one hundred and seventy-one (171) hour work period.
2. Employees covered by the LPPSA 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 LPPSA 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.

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 LPPSA 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 work back 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 Section 7 of the LPPSA 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 LPPSA agreement under Section 14 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 accrual 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.

TRAINING

19. 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.
20. 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.
21. 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.

22. Any Mandatory training will be compensated at time and one-half pay or comp time.

MEAL TIME/BREAK TIME

23. 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.
24. 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.
25. 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.
26. 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
27. 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.
28. 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

LPPSA

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 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. Five levels of attendance standards have been established ranging from excellent 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 if the problem persists, the employee will be subject to disciplinary action. In addition, the employee would not be eligible for personal business days in the following year.

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 twenty four (24) hours duration or over 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.

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 twenty-four (24) hours or less. 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 twenty-four (24) or more of consecutive scheduled work hours off or due to illness or injury.
- 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”.

ⁱ 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.