LA CROSSE
POLICE DEPARTMENT
LEAD. PARTNER. PROTECT.

2027-2029
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, 2027, the employee's monthly contribution shall be 16% of the 2027 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 2027 monthly premium equivalent rate.

Effective January 1, 2028, the employee's monthly contribution shall be 16% of the 2028 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 2028 monthly premium equivalent rate.

Effective January 1, 2029, the employee's monthly contribution shall be 16% of the 2029 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 2029 monthly premium equivalent rate.

B. **Health Risk Assessment**

The City may offer an annual health risk assessment ("screening") on a voluntary basis, one-time per calendar year for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Should the Police department administration opt to offer a different health risk assessment than that coordinated by the Human Resources department, employees are not eligible to participate in both screenings. The employee shall choose which screening they want to voluntarily participate in.

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 (10^{th}) 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 one (1) full calendar month 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. **Health Savings Account ("HSA")**

Eligible employees may elect to make voluntary contributions to a Health Savings Account through pre-tax payroll deductions. The employer will facilitate these

contributions through payroll deduction and allow changes to election amounts throughout the calendar year, as permitted by IRS guidelines. Employees must be enrolled in an eligible High-Deductible Health Plan to make Health Savings Account contributions.

O. 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 6 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.

P. **Dental Insurance**

The City agrees to offer a voluntary dental benefit plan to all bargaining unit employees. Participation is voluntary. Union members will be offered the same voluntary dental plan, eligibility criteria, and premiums as the non-represented employees. Premiums shall be paid through payroll deductions.

The City has the right to select the dental insurance vendor, whether or not to self-insure the plan and network(s). Offering a voluntary dental insurance plan is at the discretion of the Employee Benefit Trust Fund and, ultimately with the approval from Common Council.

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 first month on or after date of hire.

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

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 Statue 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. 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 (48 hours) 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

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.

   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. Upon retirement, any eligible sick leave payout over cap shall be paid to the employee (not to the Retirement Health Savings Plan).

   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. <u>Personal Business:</u> Employees may use up to four (4) days (at the conversion rate below) 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.

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.

Conversion of Personal Business Time: Four (4) days x 8.4-hour shift= 33.6 hours
Conversion of Personal Business Time: Four (4) days x 10-hour shift = 40 hours
Conversion of Personal Business Time: Four (4) days x 10.5-hour shift = 42 hours
Conversion of Personal Business Time: Four (4) days x 12-hour shift = 48 hours

For non-probationary employees, the conversion rate will be based on whichever schedule the employee is assigned to as of January 1 of each calendar year.

For probationary employees, the conversion rate will be based on whichever schedule the employee is assigned at the completion of their field training and receive a permanent shift assignment.

H. Family Care Days: employees may use up to three (3) days of accumulated sick leave credits to care for the employee's parent, legal spouse, or child (biological, adopted, foster, or stepchild) due to illness, injury, medical/dental appointment or in the event of an unexpected closure of school (i.e. snow day, etc.) or daycare facility. Parents in the preceding sentence shall be interpreted as parents/stepparents or the employee and/or their legal spouse. 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. For purposes of this article, a "day" shall mean the equivalent number of hours as the employee's assigned shift assignment.

I. Catastrophic Leave: 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 twelve (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. In the event of the line of duty death of a current employee, the City will make a lump sum payment to the deceased employee's estate equal to one hundred percent (100%) of the shift day amount of accrued but unused sick leave on the record at the time of death.

ARTICLE VIII - FUNERAL LEAVE

Benefit. In the event of a death in the employee's "Priority Family", "Immediate Family" or "Other Relative", the employee shall be allowed scheduled time off without loss of pay or 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. 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.

A. Priority Family: Priority family shall be defined as the "employee's" parent, legal spouse, or child (biological, adopted, foster or step-child). Parents in the preceding sentence shall be interpreted as parents/step-parents of the employee and/or their legal spouse. Bereavement leave for a priority family member shall be six (6) days, however shall not exceed 48 hours. Funeral leave for a priority family member shall be used from the date of death through two (2) weeks from date of death. An exception to the 2 week timeframe may be made through approval of the Chief of Police and the Director of Human Resources.

B. Immediate Family: Immediate family shall be defined as the employee's, or the employee's legal spouse's grandparent, grandchild, brother, step-brother, sister, step-sister, son-in-law, or daughter-in-law. Bereavement leave for immediate family 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 compensation for shift assignment.

C. Other Relatives: Other relatives shall be defined as the employee's niece, nephew, brother-in-law, or sister-in-law and aunt or uncle of the employee. Employees shall be allowed one (1) day off without loss of pay or sick leave credits on the day of the funeral.

D. Pallbearer: Employees who serve as a pallbearer for any person shall be allowed one (1) day off without loss of pay or sick leave on the day of the funeral.

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 four percent (4%) wage increase effective January 1, 2027.

Schedule "B" represents a one percent (1%) wage increase effective April 7, 2028.

Schedule "C" represents a three percent (3%) wage increase effective October 8, 2028.

Schedule "D" represent a three percent (3%) wage increase effective January 14. 2029.

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

B. Computation of Longevity for Patrol Officer. Longevity shall be included in Salary Schedules A, B, and C computed as follows:

1. At Step E, the hourly rate shall be three percent (3%) higher than Step D. Step E is effective following seven (7) years of service.

2. At Step F, the hourly rate shall be six percent (6%) higher than Step D. Step F is effective following ten (10) years of service.

3. At Step G, the hourly rate shall be nine percent (9%) higher than Step D. Step G is effective following fifteen (15) 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 (20) years of service.

5. At Step I, the hourly rate shall be fifteen percent (15%) higher than Step D. Step I is effective following twenty-five (25) years of service.

Computation of Longevity for Police Investigators. Longevity shall be included in Salary Schedules A, B and C computed as follows:

1. At Step B, the hourly rate shall be three percent (3%) higher than Step A. Step B is effective following seven (7) years of service.

2. At Step C, the hourly rate shall be six percent (6%) higher than Step A. Step C is

effective following ten (10) years of service.

3. At Step D, the hourly rate shall be nine percent (9%) higher than Step A. Step D is effective following fifteen (15) years of service.

4. At Step E, the hourly rate shall be twelve percent (12%) higher than Step A. Step E is effective following twenty (20) years of service.

5. At Step F, the hourly rate shall be fifteen percent (15%) higher than Step A. Step F is effective following twenty-five (25) years of service.

C. Special Payments: The City agrees to compensate employees an additional ten dollars ($10.00) per month for Range/Firearms or Defensive Tactics (formerly DAAT) Instructors. An employee who serves as both a Range/Firearms Instructor and a Defensive Tactics Instructor shall only be compensated a total of ten dollars ($10) per month.

Members assigned to the Emergency Response Team shall be compensated twenty-five dollars ($25.00) per month.

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 an 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. If an employee serves as an FTO for 12 hours, he/she shall receive 1.5 hours 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, Range/Firearm Instructor, 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.

2. 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.

3. The program manager will also submit a letter/documentation supporting the recommendation for removal. The program manager/representative shall also speak at the meeting.

4. The Transfer Review Board may ask questions of any person speaking at the meeting.

5. Following review of the submitted letters/documentation and testimony, the Transfer Review Board will vote by secret ballet 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.

E. Pay Step Advancement.
All employees are entitled to pay step advances on the anniversary of their appointment to the department as a sworn officer, after one (1) year, eighteen (18) months, three (3) years, seven (7) years, ten (10) years, fifteen (15) years, twenty (20) years and twenty-five (25) years of service.

G. 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 can be an important part of the professional development of police officers. Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by the Chief of Police and 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.

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.

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.

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.

A. 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 paid based on the amounts listed below for the contract period. 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 pay periods will receive the installment. Current, active employees will be paid eight hundred dollars ($800) per year payable in two (2) equal installments of four hundred dollars ($400).

External vest carriers shall be replaced at the department's expense on an as-needed basis when deemed no longer in compliance with the department's uniform policy.

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.

New Employees: The City shall provide to the new employee, as soon as practicable, one Class A uniform, to include one (1) Class A long sleeve shirt, one (1) short sleeve shirt, one (1) Class A pair of pants, one (1) hat, one (1) tie and duty firearm. Uniform items shall include hemming, and patch/embroidery.

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. 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.

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 "unscheduled hours").

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.

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 5:00 AM Friday to 6:00 AM Sunday of the Oktoberfest weekend shall be paid at double time. This provision does not apply to training (including associated travel) and court time.

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 one hundred twenty (120) 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 eighty (80) hours must be used or it will be paid in cash as of the last pay period of each calendar year. Only eighty (80) 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. When members are engaged in training, overtime shall 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.
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 in a 28-day work period at the rate of time and one-half the scheduled rate of pay for such employees. Compensable training outside normally scheduled work hours under the contractual agreement will be

paid at time and one-half. All travel time associated with training will be paid at straight time unless its mandatory training.

An exception to the above will be when training takes place in lieu of regular workdays. In this circumstance, time will be at the employee's regular rate of pay including any shift differential. Regarding annual in-service training for recertification (defined as annual training required by the State of Wisconsin for members to remain certified as Police Officers, consisting of up to 24 hours annually), the department may modify the starting/ending times of the individuals attending in-service training to prevent overtime, but only if those officers were already scheduled to work the same day. Attending annual in-service training on a day off will still be considered overtime and compensated at time-and-one-half. 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. The Officer shall be paid travel time at the rate of time and one half.

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. If the employee is assigned two (2) court appearances at the same time, only one overtime slip can be submitted.

Example: if one court case if cancelled and one case goes to hearing, the employee would receive three (3) hours pay at time and one-half for the hearing and could not submit for an hour of straight time for the cancellation.

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 regardless of if it is cancelled or conducted.

2. If the employee is notified (via in-person, phone call, text or voice message) between twenty-four (24) hours and ninety (90) minutes from the subpoena time for a previously scheduled court appearance, the employee shall receive one (1) 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).

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

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.

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. It is understood that time worked on the holiday refers to all hours which began on the recognized holiday, including that which continued without a break into the day after the recognized holiday.

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

A. 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 shall be established as forty hours per week.

ARTICLE XVIII - SHIFT & WORK ASSIGNMENTS

A. Field Service Bureau (Patrol).

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

The monthly VSAP shall be as follows:

a. 8.4 hour/10 hour shift starting between 6 AM – 9AM shall equal seventeen dollars ($17).
b. 8.4 hour/10 hour shifts starting at/after 10:00 AM shall equal forty-seven dollars ($47)
c. 12 hour shifts starting at 5 AM /6 AM shall equal forty-seven dollars ($47).
d. 12 hour shifts starting at 3 PM shall equal sixty-six dollars ($66)
e. 12 hour shift starting at 5 PM /6 PM shall equal sixty-six dollars ($66)

B. Professional Standards/Community Services Bureau

The hours of the officers assigned to the Professional Standards /Community Services Bureau shall be flexible to regularly start between 7:00am to 9:00am and officers assigned shall work a 5/2 - 5/2 schedule on an 8.4 hour workday..

C. Neighborhood Resource Officers (NRO) Assignment:

Employees assigned as Neighborhood Resource Officers will work a 10.5-hour day (4 on, two off, four on, four off) schedule with two platoon assignments. The workweek will consist of Monday – Thursday, and Tuesday – Friday. As a result, officers assigned to the NRO unit will work every other Friday. NRO's shall accrue 104 unscheduled hours per year. Management reserves all rights to determine the platoon assignment.

D. School Liaison Shift Assignments:

The school liaison officers shall be assigned by the Chief of Police or designee based upon department needs when returning to work for the summer. The Chief of Police or designee may consider previous work experience prior to the assignment, otherwise seniority shall be used to fill the necessary shift assignments.

E. Work Schedule - 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.

F. The LPPNSA and the City have declared a working period of twenty-eight days (171 hours) "7K" work period pursuant to the provisions of the Fair Labor Standards Act.

G. Employees covered by the LPPNSA agreement and working a patrol shift shall work a twelve (12) hour shift schedule.

H. 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. The Power Shift will operate from 3PM until 3AM. Both platoon 1 and 2 may have officers assigned to the Power Shift. The officers assigned will continue to follow the same off group rotation as designated with 12 hour shifts.

Officers assigned to the Power Shift will be considered as working the "night" shift and will receive the "night" shift differential.

I. All employees covered by the LPPNSA agreement will also be covered under the twenty-eight (28) day one hundred and seventy-one (171) hour (7K) work period.

J. The following will also apply to 5/2-5/2-scheduled employees:

1. Will be paid 2,080 hours per work year.
2. 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 Article XVIII Section J 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 "unscheduled hours" as the scheduled work hours will not exceed 2,080 scheduled hours.
3. 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 "unscheduled hours" in lieu of the hours scheduled in excess of 2,080 hours.
4. 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.

K. 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).

L. 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.

M. Hours of Work and Absence from Duty: 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 "unscheduled

hours" will be addressed in the following agreed upon manner.

1. The additional 104 hours will not be considered overtime hours or paid hours

2. 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) "unscheduled 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.

3. Officers will be allowed to use the banked 104 "unscheduled hours" in lieu of regular scheduled work hours over the course of the calendar year at the approval of the Chief of Police/designee. "Unscheduled 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 "unscheduled hours". Officers shall have all unused "unscheduled hours" used by November 1st of each year, or those hours will be scheduled by the Chief of Police/designee.

N. MEAL TIME/BREAK TIME

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.

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.

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.

Parties agree that excluding any unpaid leave, officers shall be paid on a smoothing basis (80 hours bi-weekly which includes "unscheduled hours") for their bi-weekly payroll, as opposed to pay for actual hours worked. At the end of the FLSA 7(k) pay period (28 days), Finance will ensure that officers are made whole for any FLSA premium due.

O. Extra Work Assignments

Members shall be approved to work security assignments for the La Crosse Center, schools, and other events subject to mutual agreement between the Chief of Police and the Association President, or the President's designee. All requests shall be submitted to and approved by the Chief of Police, or designee, prior to the commencement of any such assignment.

a. Approved assignments shall be posted for bargaining unit members. Postings shall include the name of the event, date, time, location, and the number of hours to be worked.
b. Officers working extra security assignments under this subsection shall be

compensated at one and one-half (1.5) times their regular hourly rate of pay. The regular hourly rate shall mean the officer's base rate of pay in effect at the time of the assignment is worked. Compensation for such assignments shall be paid through the City's regular payroll system and shall be treated as wages for purposes of applicable fringe benefits.

c. Hours worked under this subsection shall not be counted toward overtime eligibility under this agreement and shall not be subject to the agreement's overtime provisions, except for the premium rate set forth above in section b.

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 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.

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

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 up to two weeks of vacation into the subsequent calendar year. The carryover will occur automatically after the last pay period of the year. Any vacation carried over into the subsequent year must be used by the last full pay period of that year, or it shall be forfeited.

ARTICLE XX - TRAINING

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

1. Training under this provision does not include training available with the department.

2. This provision does not apply to the initial recruit training as required by the Law Enforcement Standards Board.

3. This provision does not apply to officers who volunteer and are approved for training.

4. 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.

5. 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.

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. 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 and vacation accrual at a level above that of a new officer, up to 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 the selection criteria as defined in Article XXXII.

In determining the level of pay compensation, the following guidelines are to be used:
4th Class Officer……Less than 12 months of full-time service
3rd Class Officer…12 months of full-time service but less than 24 months of full-time service
2nd Class Officer… 24 months of full-time service, but less than 36 months of full-time service
1st Class Officer…….36 months of full-time service

Once an officer reaches 36 months of service, they are eligible for First Class Officer pay. Pay step placement and progression is based on total full-time service, including time served at a previous department and time earned with the LCPD.

For example:
12 months of full-time service = 3rd Class Officer
24 months of full-time service = 2nd Class Officer
36 months of full-time service = 1st Class Officer

These guidelines may be overridden by agreement between the Police Department Administration, the Mayor, the Director of Finance & Human Resources and the LPPNSA Board with regard to specialized training and qualifications that an applicant may possess.

In determining the level of vacation benefit, the lateral transfer will receive "continuous years of service" credit for all previous full-time police service/experience and will receive the same vacation benefits under Article XIX-A as any current employee. By way of example, a lateral transfer with five (5) previous years of service in good standing with another agency and five (5) years of continuous service with this agency will be

deemed to have ten (10) years of service for vacation benefit.

Lateral transfer credit(s) do not apply to calculations for longevity compensation or seniority.

This amendment is not retroactive for any employee hired before January 1, 2024.

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

The City of La Crosse follows State law regarding residency requirements, WI Act 20, Section 1270, 66.0502(4)(b) states "a local government unit may impose a residency requirement on law enforcement, fire or emergency personnel that requires such personnel to reside within 15 miles of the jurisdictional boundaries of the city, village or town to which the personnel are assigned." Should the City elect to enforce this provision, incumbent employees would be grandfathered, and would not be impacted. If implemented, the residency requirement would only be applicable to candidates hired after the implementation date.

ARTICLE XXVII - DUES DEDUCTION

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. All employees with a voluntary signed dues deduction form on file shall pay 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 with a signed dues deduction form on file 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 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.

Members may opt out of dues paying by providing a written notice to the Local Association and the City's Human Resources Department.

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.

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 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. Testing shall consist of two components, the written test and the oral test. Employees selected for the investigator positions must receive an overall cumulative score of 70 percent or greater between the two tests.

2. The written test shall constitute 70 percent toward the final score for investigator positions and the oral exam shall constitute 30 percent toward the applicant's final score.

3. 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 as of the time of the written examination.

C. The oral test shall be administered as follows:

1. A panel to conduct the oral test shall consist of two administrators and two supervisors, chosen by the Chief.

2. The oral test shall consist of a practical fact situation administered orally by the panel and scored by the panel.

3. Based upon the results of both the written and oral examinations, a list of applicants for the positions of investigators shall be established.

4. All investigators shall be selected by the Chief of Police on the basis of overall work record, including the following factors:
   a. Annual evaluations,
   b. Prior disciplinary matters,
   c. Special Certifications,
   d. Commendations,
   e. Score (written and oral)

5. 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.

D. 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.

E. 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.

F. Step Placement: A Police Officer assigned to Investigator shall be placed in the step which reflects (but does not exceed) the years of service as a sworn Police Officer with the Department.

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.

Paid Parental Leave

Effective January 1, 2027, LPPNSA members will be eligible for up to eight (8) weeks of paid parental leave for employees to use upon the birth or adoption of an employee's child, or placement of a foster child. The purpose of the paid parental leave is to enable the employee to care for and bond with a newborn or newly adopted or fostered child. This leave is also available to a birthing parent following a stillbirth after 20 weeks of pregnancy.

Definitions:

a. Child(ren): Parental leave shall apply to all children under the age of 18.
b. Paid Parental Leave: Consists of eight (8) weeks of paid time off based on the employee's regular work schedule (e.g. 8 weeks x 40 hours per week = 320 hours of paid parental leave). An equivalent number of hours will be placed in an accrual bank for the employee to utilize during their leave. The amount provided would allow the employee to be off work for an equivalent of eight calendar weeks.
c. Parent: A person who is identified on a child(ren)'s birth certification, adoption certificate, or other legal document certifying adoption or as a foster parent. This person also serves as continuing parental/caregiver role to the child.

Qualifications for Parental Leave

1. Must be a full-time LPPNSA employee; AND
2. Must qualify for Family Medical Leave Act ("FMLA") leave; AND
3. Must have successfully completed their initial probationary period with the City.

Exclusions from Leave

- An employee's adoption of their new spouse's child(ren).
- An employee serving as a surrogate.
- An employee serving as a sperm donor who will not be a legal parent to the child.
- Additional paid parental leave is not available if the employee has more than one birth, adoption or foster placement in a single calendar year.
- In the case of multiple births (e.g. twins, triplets, etc.) or multiple children being adopted or fostered at one time, all children are treated as one event, limited to eight (8) weeks of paid parental leave.

Use of Paid Parental Leave

- An employee is eligible for paid parental leave once each calendar year.
- The use of paid parental leave is continuous use. No intermittent use will be approved.
- Employees will be compensated for the paid parental leave at their regular rate of pay. This rate of pay will not include any overtime or compensatory time, nor will the City pay any specialty pays or premiums pays during this time. Longevity will be included.
- Paid parental leave will run concurrently with any state or federal family leave for which the employee is eligible.
- If both parents work for the City, each parent is eligible for eight (8) weeks of paid parental leave.
- Use of paid parental leave for adoption or foster care cannot take place prior to the physical placement of the child with the parent.
- If a City holiday falls on any of the paid parental leave dates, the employee will receive the paid parental leave in lieu of the holiday on that date. This time will count against the employees' eight (8) weeks of paid parental leave.
- Employees will continue to accrue other paid time off while using paid parental leave.
- Employees will not use their other accrue paid time off while using paid parental leave.
- Employees using paid parental leave will continue to receive the benefits they had prior to the leave.
- Outside employment, including self-employment, during paid parental leave is prohibited, and may result in disciplinary action, up to and including termination of employment.

Procedure:

Paid parental leave must be upon the birth or adoption of an employee's child, or placement of a foster child. An employee is not required to use all eight (8) weeks of paid parental leave. Any unused leave at the conclusion of the eight (8) weeks will be forfeited.

To initiate the Paid Parental Leave benefits:

1. The employee must fully complete and sign a paid parental leave form and return it to Human Resources at least thirty (30) days prior to foreseeable leave, but preferably ninety (90) days prior to the leave. It is the employee's responsibility to notify Human Resources of the actual date of the event after it is known if it differs from the anticipated date on the form. Any forms not submitted in a timely manner that could result in an undo hardship to the City or Police department may be denied.
2. The Human Resources Director will review and response to the form.

3. The employee must submit documentation required to substantiate their leave within two (2) weeks, or sooner, if possible, of the birth, adoption, or fostering of the child.
4. The supervisor will make efforts to ensure a smooth transition for the employee to return to work at the conclusion of the leave.

Required Documentation:
A copy of the child(ren)'s birth certificate, adoption certificate, or similar governmental/legal document listing the employee as a legal parent.

Work Obligation:
An employee is required to work for the City for at least eight (8) weeks after usage of the paid parental leave. The eight-week work obligation begins on the date the employee physically returns to work after their paid parental leave or exhaustion of FMLA use; whichever is later. The City of La Crosse will seek collection of the full amount of paid parental leave for an employee who fails to return to work and fully complete the eight-week work obligation.

The work obligation is fixed at eight weeks regardless of the amount of paid parental leave used by the employee.

Violations:
Failure to substantiate the paid parental leave with the required paperwork will result in the City seeking collection of the full amount of any paid parental leave used by the employee.

Violations, misuse, or untruthful use of the paid parental leave benefit may result in disciplinary action, up to and including discharge from employment along with the City may seek collection of the full amount of any paid parental leave used by the employee.

Employees should report possible policy violations to the Human Resources department upon knowledge of the possible violation. Paid parental leave is a benefit, and abuse will be taken seriously. Repeated abuse may result in disciplinary action.

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 – MILITARY LEAVE

Employees who are duly enrolled members of the National Guard, State Guard or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence to attend scheduled military training as has been ordered, not to exceed 120 hours. Such time shall be in the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for a military leave of absence, and shall be provided to the Chief of Police as soon as they are received. Military leave shall be in addition to any other authorized leaves.

Employees who are authorized military leave as outlined above, shall suffer no loss of straight time pay for such leave. Upon returning to City duty, the City will provide an offset to the employee taking military leave upon receipt of their military pay stub. The City shall pay the

difference between the employee's military base pay, excluding quarters, rations, and travel allowances, and the employees regular City straight time rate of pay if the military pay is less than City pay.

To receive the offset, the employee must provide their military pay stub to Human Resources within thirty (30) days form the date in which the employee returns to City employment. The compensation offset is provided for annual military training, *not weekend drills.*

The City will comply with all state and Federal laws relating to employees in reserve or active military service, including the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE XXXVI – RANDOM DRUG AND ALCOHOL TESTING

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 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 XXXVII – 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 article shall be paid at the applicable overtime rate.

ARTICLE XXXVIII – RECRUIT OFFICER

Newly hired police officers who are required to attend the police recruit academy to become certified will receive 75% of the base wage (Step A), while In attendance at the academy. Upon the first day following graduation, the "recruit officer" will move to the status of "certified" Police Officer and will move to the starting step of the pay schedule at 100% (Step A).

If a newly hired non-certified officer is assigned to field training *prior* to the start of the recruit academy the Officer will receive pay at Step A until they are assigned to the recruit academy. Once the Officer is assigned/begins the recruit academy they will receive 75% of the base wage (Step A) until the first day following graduation. The intent of this section is for basic recruit academy training only and for the dates while the new officer is assigned to the academy.

The department will pay for the academy costs (tuition and books) and provide daily transportation (from La Crosse Police Department to the academy location). Any overtime and holiday hours worked as an Officer while attending the academy are subject to Sections XIV and XVI of this agreement at 75% of the base wage (Step A). Study time to successfully complete the academy is not subject to overtime. The recruit officer shall be paid 40 hours per week while attending the recruit academy. The recruit officer may not be subject to random drug testing during the academy.

During the academy, the police recruit officer is in probationary status, and serves at the pleasure of the Chief of Police and may be terminated. The Chief of Police or his/her designee shall receive reports from the Academy Director regarding attendance and performance. The Recruit Officer shall adhere to the City's attendance policy as well as the academy attendance policy. The Recruit Officer may not carry a concealed weapon until such time the Recruit Officer successfully completes the academy and qualifies with the department issued firearm. This does not preclude the officer from carrying a concealed weapon if they have a valid Wisconsin CCW permit. If the police recruit fails the academy they may be terminated.

Additionally, for WRS purposes/benefits, the recruit officer shall be considered "protective class" status. The police recruit shall be sworn in by the City of La Crosse Clerk prior to the start of the recruit academy per Wisconsin Training and Standards Rules and Regulations. Attendance at the Police Academy shall recruit in the Officer's probationary period being extended equal to the time spent in the academy.

ARTICLE XXXIX – DURATION

This agreement shall remain in full force and effect, commencing the first day of January, 2027 and terminating on the 31st day of December, 2029, 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 of procedures required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of July 2026.

LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORY ASSOCIATION (LPPNSA)

Andrew Rosenow, President – LPPNSA

Jeremy Rindfleisch, 1st Vice President – LPPNSA

Trenton Bowe, 2nd Vice President – LPPNSA

Stephen Hughes, Treasurer – LPPNSA

Chad Maske, Secretary – LPPNSA

Andrew Adey, Ex-Officio – LPPNSA

CITY OF LA CROSSE

Shaundel Washington-Spivey, Mayor

Rebecca Franzen, Director of Human Resources

Erin Goggin, Chair – Finance and Personnel Committee

Barb Janssen, Finance and Personnel Committee

Aron Newberry, Finance and Personnel Committee

Rosanne Northwood, Finance and Personnel Committee

Chris Kahlow, Finance and Personnel Committee

Larry Sleznikow, Finance and Personnel Committee

Wage Schedule "A" – Effective January 1, 2027

Base Wage Rates - Patrol Officers
Effective January 1, 2027

1 2 3 4 5 6 7 8 9

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F	G	H	I
Class	*4th*	*3rd*	*2nd*	*1st*	*1st*	*1st*	*1st*	*1st*	*1st*
Years	0	1	2	3	7	10	15	20	25
Hourly Rate	$34.58	$35.32	$36.06	$41.56	$42.81	$44.05	$45.30	$46.55	$47.79

Base Wage Rates - Police Investigators
Effective January 1, 2027

1 2 3 4 5 6

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F
Years	0	7	10	15	20	25
Hourly Rate	$45.39	$46.75	$48.11	$49.47	$50.84	$52.20

Wage Schedule "B" – Effective April 7, 2028

Base Wage Rates - Patrol Officers
Effective April 7, 2028

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F	G	H	I
Class	*4th*	*3rd*	*2nd*	*1st*	*1st*	*1st*	*1st*	*1st*	*1st*
Years	0	1	2	3	7	10	15	20	25
Hourly Rate	$ 34.93	$ 35.67	$ 36.42	$ 41.98	$ 43.24	$ 44.49	$ 45.75	$ 47.02	$ 48.27

Base Wage Rates - Police Investigators
Effective April 7, 2028

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F
Years	0	7	10	15	20	25
Hourly Rate	$ 45.84	$ 47.22	$ 48.59	$ 49.96	$ 51.35	$ 52.72

Wage Schedule "C" – Effective October 8, 2028

Base Wage Rates - Patrol Officers
Effective October 8, 2028

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F	G	H	I
Class	*4th*	*3rd*	*2nd*	*1st*	*1st*	*1st*	*1st*	*1st*	*1st*
Years	0	1	2	3	7	10	15	20	25
Hourly Rate	$ 35.98	$ 36.74	$ 37.51	$ 43.24	$ 44.54	$ 45.82	$ 47.12	$ 48.43	$ 49.72

Base Wage Rates - Police Investigators
Effective October 8, 2028

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F
Years	0	7	10	15	20	25
Hourly Rate	$ 47.22	$ 48.64	$ 50.05	$ 51.46	$ 52.89	$ 54.30

Wage Schedule "C" – Effective January 12, 2029

Base Wage Rates - Patrol Officers
Effective January 12, 2029

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F	G	H	I
Class	*4th*	*3rd*	*2nd*	*1st*	*1st*	*1st*	*1st*	*1st*	*1st*
Years	0	1	2	3	7	10	15	20	25
Hourly Rate	$ 37.06	$ 37.84	$ 38.64	$ 44.54	$ 45.88	$ 47.19	$ 48.53	$ 49.88	$ 51.21

Base Wage Rates - Police Investigators
Effective January 12, 2029

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F
Years	0	7	10	15	20	25
Hourly Rate	$ 48.64	$ 50.10	$ 51.55	$ 53.00	$ 54.48	$ 55.93

MEMORANDUM OF UNDERSTANDING #1 | DRUG TESTING POLICY

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, <u>two</u> 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 Assistant 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 drugs/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.

   4. 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 Assistant 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.

CITY OF LA CROSSE

ATTENDANCE POLICY
LPPNSA
Effective January 1, 2016;
Revised February 28, 2017

MEMORANDUM OF UNDERSTANDING #2 | ATTENDANCE POLICY

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"	- Less than 64 total hours of absence - 4 occurrences
"Poor"	- 64 to 87 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, 0. T., P. T. psychologist, respiratory care practitioner, social worker, speech pathologist, or Wisconsin-licensed CBRF.