Agreement between the

City of Onalaska

and the

Association of Onalaska Firefighters

International Association of Firefighters

Local 4169

2016-2017

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INTRODUCTION

It is the purpose of this Agreement to promote the mutual interests of the City of Onalaska and its employees, and to provide for the operation of the Association of Onalaska firefighters covered by this Agreement under methods which will further, to the extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste and avoidance of interruptions to public service.

In the spirit of harmonious relations, the parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE I – RECOGNITION

1.1 - This Agreement is made and entered into by and between the City of Onalaska, Wisconsin, hereinafter referred to as the "City" or "Employer", and International Association of Firefighters for and on behalf of the Association of Onalaska Firefighters, Local 4169, hereinafter referred to as the "Association".

1.2 - The City recognizes the Association as the exclusive collective bargaining representative of all regular full-time firefighters employed in the Fire Department of the City of Onalaska, but excluding supervisory, managerial, confidential and all other employees for the purposes of collective bargaining on the questions of wages, hours and conditions of employment.

ARTICLE II – ADMINISTRATION

2.1 - Except as otherwise provided in this Agreement, the City retains the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, demote or suspend or otherwise discharge or discipline for proper cause; the right to decide the work to be done and location of work; to determine the construction, maintenance or services to be rendered, the materials and equipment to be used, the size of the work force, and the allocation and assignment of work or workers; to schedule when work shall be performed, to contract for work, services or materials; to schedule overtime work; to establish or abolish a job classification; to establish qualifications for the various job classifications; and to adopt and enforce reasonable rules and regulations.

ARTICLE III – ASSOCIATION ACTIVITIES

3.1 - Agreement. While working on shift, union officials agree not to transact union business that interferes with Department functions or normal routine. The Association agrees to conduct its routine Association business off the job, but this shall not prevent the proper conduct of grievances. Reasonable amounts of time spent in grievances with the employer during working hours on or off the premises will not be deducted from wages of the authorized employee Association representatives involved, however, all grievance meetings outside the third (3rd) step in the grievance procedure shall be handled outside of the regular working hours. It is further agreed that any such time spent in grievance resolution shall not result in overtime wages.

3.2 - Association Officers. It shall be the Association's responsibility to immediately notify the City in writing of all present officers and change of officers, which may occur during the life of this Agreement.

3.3 - Association Bargaining Committee. Not more than one (1) on duty employee shall be allowed to participate in contract negotiations without loss of pay or benefits. It is expressly understood and agreed that such employee remains on duty and subject to call.

ARTICLE IV – TENURE AND PROBATIONARY PERIOD

4.1 - Seniority. Tenure shall begin with the original date of full-time employment following satisfactory completion of the one year working probationary period. Thereafter, said employee shall have tenure as a permanent employee, unless notified otherwise, in writing, prior to the completion of the one-year working probationary period.

4.2 – Termination. During Probationary Period/Extension of Probationary Period. Employees failing to qualify within this one-year period shall be subject to termination without recourse to any grievance procedure. By mutual agreement of Employee and City, the working probationary period may be extended for a period not to exceed six (6) more months. Any such extension must be in writing and a copy shall be provided to the Association.

4.3 - A list of tenured employees shall be provided by the City to the Association whenever there are any changes in the number of employees in the bargaining unit. The list of all members of the Association of Onalaska Firefighters is attached to this Agreement as Appendix I. This list is arranged by seniority and includes anniversary dates.

ARTICLE V – FILLING VACANCIES

5.1 - Posting of Vacancies. Vacancies in the Onalaska Fire Department shall be filled by qualified personnel. It is further provided that any vacancies for promotion shall be posted for seven (7) calendar days in the Department where the vacancy exists.

5.2 - Trial Period for Promotions. Those employees receiving a promotion under this Article shall serve a trial period of twelve (12) months before attaining tenure in said position. In the event the employee fails the trial period, he/she shall revert to his/her previous position with all attendant rights as if there had been no interruption. If within or up to completion of the trial period the employee wishes to return to the bargaining group he/she shall be allowed to do so if an opening exists, without loss of benefits or seniority. After completion of the trial period if the employee wishes to return to the bargaining group he/she shall be allowed to do so if an opening exists, without a loss of benefits excluding seniority within the bargaining unit for layoffs, vacation picks and other seniority related benefits. He/she shall re-enter the unit at the bottom of the seniority list.

ARTICLE VI – LAYOFFS

6.1 - Layoff and Recall. Reduction in the tenured employees shall commence with the last employee on the tenure list being laid off first and recalls shall be by first recalling the last person laid off so far as the same can be done without impairing the efficiency of the department. This section shall not in any way interfere with the right of the department to recall its force during an emergency. It is further provided that any recalled employee upon notification by certified letter must report to work within fourteen (14) calendar days after the date of receipt of the certified letter, except for reason acceptable to the Chief.

6.2 - If requested, voluntary layoff or voluntary furlough may be granted in accordance with seniority.

6.3 - Temporary Reduction in Hours. In the event that management determines to reduce work hours, it may, at its option, reduce the weekly scheduled hours of some or all employees by class who are assigned to the work unit(s) who normally perform the work involved not to exceed sixteen (16) hours per pay period nor thirty-two (32) hours in a four (4) week period nor sixty-four (64) hours in a twelve (12) month period, unless mutually agreed otherwise. If the City determines, at its option, to reduce weekly hours of some of the employees within the same class within an employing unit, the employee(s) who will work the reduced hours will be determined on the basis of seniority, with the least senior employee(s) working reduced hours. The City agrees that the employees who experience a reduction in hours shall continue to earn vacation and sick leave credits during the reduction in hours conducted by the City during the term of the Agreement. Further the City agrees to continue its payment of health insurance, pursuant to Article XII for employees on reduced hours.

ARTICLE VII – HOLIDAYS

7.1 - Paid Holidays. Holiday compensation as provided herein shall be allowed for the following holidays if the employee is working on said holiday:

New Year's Day	Good Friday (1/2 day or 12hrs)
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day (1/2 day or 12hrs)

In order to receive holiday pay, the employee must be employed the day before and the day after the holiday. An employee will not receive holiday pay for any holiday(s) occurring after cessation of employment.

7.2 - Work on a Holiday. Employees working on any of these holidays shall receive 2 times their regular salary for hours worked. In the event a Firefighter is called back outside his or her regular shift and after having logged out, he or she shall be paid according to Section 21.1.

ARTICLE VIII – VACATION

8.1 - Vacation. Regular full-time employees of the City, who have been continuously employed by the City for a period of one (1) year or more, shall be granted a vacation with pay. A "shift" of vacation is defined as twenty-four (24) hours or one (1) day. After the accruing year for vacations, e.g., 1st, 2nd, 8th, 15th, and 21st year, the employee must work through his/her anniversary date in order to be fully entitled to the additional shifts off. The employee shall be entitled to schedule and utilize the additional shifts of vacation within the anniversary year but prior to his/her actual anniversary date. However, in the event that the employee leaves the employment of the City prior to his/her anniversary date and has already taken the additional shifts of vacation he/she shall be obligated to reimburse the City on a pro-rated basis for the number of days of vacation to which he/she was not entitled by virtue of his/her leaving prior to the anniversary date. Similarly, in the event the employee leaves the employment of the City prior to his/her anniversary date and has not taken the additional shifts of vacation to which he/she would be entitled as of his/her anniversary date, he/she shall be compensated monetarily on a pro-rata basis for that portion of the additional shifts of vacation to which he/she is entitled at the time of leaving employment. Vacation bidding shall be done on a seniority basis according to Appendix I. The length of vacation shall be granted as follows:

8.1.1 - A full-time employee who has been continuously employed by the City for a period of at least one (1) year, but less than two (2) years shall be granted a vacation of three (3) days = 72 hours.

8.1.2 - A full-time employee who has been continuously employed by the City for a period of at least two (2) years, but less than eight (8) shall be granted a vacation of six (6) days = 144 hours.

8.1.3 - A full-time employee who has been continuously employed by the City for a period of at least eight (8) years but less than fifteen (15) years shall be granted a vacation of nine (9) days = 216 hours.

8.1.4 - A full-time employee who has been continuously employed by the City for a period of at least fifteen (15) years but less than twenty-one (21) years shall be granted a vacation of twelve (12) days = 288 hours.

8.1.5 - A full-time employee who has been continuously employed by the City for a period of twenty-one (21) years or more shall be granted a vacation of fifteen (15) days = 360 hours.

8.2 - Each full-time employee will receive two (2) twenty-four (24) hour paid personal days per year. The accruals of the Personal Days are as follows:

Day 1	Accrued January 1 of each calendar year; may be used at employee's discretion.
Day 2	Accrued July 1 of each calendar year; may be used at employee's discretion

Personal Days cannot be carried over from year to year. These days must be used or they will be lost. The supervising authority and/or department head must approve use of any Personal Days. In order to receive a personal day, the employee must be employed the day before and the day after on which the personal day is allocated.

8.3 - Sick leave cannot be claimed for any illness that occurs during any employee's vacation time.

8.4 - Continuous Service Defined. Continuous service shall not be deemed interrupted if the employee is on military leave; receiving weekly temporary disability benefits pursuant to the Worker's Compensation laws for an injury which occurred while in the employ of the city; receiving weekly indemnity benefits from the Group Insurance coverage; on personal unpaid leave, not exceeding six (6) months, or; layoff, not exceeding one (1) year.

8.4 - Provided, however, that for any employee who has not been in the full-time employ of the City for at least one (1) full calendar year, unpaid leave in excess of forty (40) hours will be denied and the employer/employee relationship will be terminated if unpaid leave exceeds forty (40) hours during the first full calendar year of full-time employment.

8.5 - Vacation time may be used in one (1) hour increments and approved by the department head and at the discretion of the department head.

8.6 - The vacation period shall be on a calendar year basis from January 1 to December 31. All vacation benefits must be used on a calendar year basis in order not to lose any vacation. However, an employee who is unable to use his/her earned vacation due to serious illness or accident, which is verified by a physician or an employee who has his/her vacation canceled by a Department Head, shall be permitted to carry his/her unused vacation over into the next calendar year.

8.7 - Work shift trades shall be permitted if trades occur within 1 year from initiated date of trade. Trades will only be allowed with prior department head approval. The hours worked as a result of work shift trades shall be excluded from any overtime calculations as per Fair Labor Standards Act (FLSA) 553.31 Subsection 7(p)(3) in effect as of August 1, 2008. If Section 7(p)(3) of the FLSA is repealed or amended, trades resulting from overtime shall be prohibited. Responsibility for arrangement for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees. The employee assuming the work duty shall be responsible for any liability incurred by the City caused by the assuming employee's unauthorized failure to work as scheduled.

ARTICLE IX – SICK LEAVE/BEREAVEMENT LEAVE

9.1 - Accrual. Employees shall be entitled to sick leave with pay after employment for six (6) months or more. Accumulated sick leave of three (3) consecutive calendar days may be used for illness of the employee or illness of spouse or children. Sick leave hours may be used for doctor/dental appointments and/or care of the employee, spouse, children, parents, father-in-

law, mother-in-law or grandchildren. Sick leave with pay shall accumulate at the rate of eighteen (18) hours per full calendar month of work, and credited after the month in which it was earned, until a total of 1,440 hours have been accumulated. Sick leave earned and unused in excess of 1,440 hours may be accumulated in a secondary sick leave bank with no maximum limit. These banked sick leave hours may be used for extended illness only and shall not apply to retirement payout or have any other value upon separation. Extended illness shall be defined as the portion of any absence due to illness which extends beyond ten (10) consecutive calendar days. All sick leave shall be subject to administration by the Fire Chief.

9.2 - Doctor's Certification. When claiming compensation for sick leave, the employee may establish to the satisfaction of their Department Head the authenticity of illness of the employee, death of an immediate family member or illness of an immediate member of the family. The authentication may be by certificate from a licensed physician, licensed chiropractor or other licensed professional, or such means as may otherwise be determined by the City.

9.3 - Sick leave notification. An employee shall make every effort to notify a supervisor at least one (1) hour prior to his/her scheduled work shift when ill.

9.4 - Sick leave benefit policy. Employees who are eligible to receive retirement, disability retirement or death benefits under the Wisconsin Department of Employee Trust Fund-Wisconsin Retirement System, shall be paid fifty (50) percent of the employee's accumulated sick leave as severance pay. The value of the accumulated sick leave shall be computed at the regular hourly rate in effect at the date of retirement or death, excluding shift differential or any other wage augmentations. In case of the death of the employee, the payment shall be made to the surviving spouse or if no surviving spouse, payment shall be made to the employee's estate. The remaining fifty (50) percent of the employee's accumulated sick shall be credited to pay monthly premiums for continued coverage for the employee, under the City of Onalaska's group health and dental insurance plan. Accrued credits will apply monthly until exhausted. If the retiree dies or death of the employee occurs prior to expending the accumulated sick leave credits, the amount shall be applied to the monthly contribution for the city's group health insurance plan continuance for a surviving spouse, until all credits are exhausted. The City incurs no liability at anytime nor does the City incur any liability to maintain any particular benefit level. All deductibles set out in any City group health insurance covering an employee shall be the responsibility of the retiring employee or surviving spouse.

9.5 - Misuse of Sick Leave. Sick leave is a benefit protecting our employees against the financial burden of illness. Any proven misuse or abuse of sick leave will subject the employee to disciplinary action including discharge.

9.6 - Employees shall not be eligible to use paid sick leave for absences resulting from injury or illness incurred while working for another employer for pay when such absence is compensable under Worker's Compensation through the other employer.

9.7 - In the event of a death in the family, time off will be granted from the date of death to the next scheduled work shift after the funeral, provided that the leave taken does not exceed

three (3) consecutive work shifts. Such leave will be provided for: spouse, children, parents, father-in-law, mother-in-law, brothers, sisters, son-in-law, daughter-in-law, brothers-in-law, sisters-in-law, grandchildren, grandparents or grandparents-in-law.

ARTICLE X – ACCIDENTS AND INJURIES

10.1 - Workers Compensation. In case of personal injury on the job, or any accident involving City cars or equipment, regardless of how small, the employee involved shall cause a written report to be made as soon as possible to the Chief or immediate supervisor. Supervisors will report such injuries on the Work Injury Report Form as supplied by the City and the original thereof to be submitted to the City, who shall make the necessary report to the Industrial Commission and the insurance carrier. In the event of a vehicular accident, verbal notice must be given immediately to the Chief or immediate supervisor followed by the written report required by this section.

10.2 - It shall be the responsibility of the employee in making accident reports to file complete details including all possible witnesses along with names and addresses thereof to assure proper reporting by the City.

10.3 - Any employee incurring a bona fide work-related injury will suffer no loss in pay during the first three (3) calendar days of disability and lost time will not be deducted from accumulated sick leave. The City of Onalaska will reimburse the employee, after the first three (3) days, for monies equaling their weekly pay with a deduction of sick or other accrued leave.

10.4 - Restricted/Modified Duty. Firefighters that are physically unable to perform the essential functions of the firefighter job description, and therefore unable to work the platoon system, shall be accommodated as follows:

a. If the injury or disability is deemed to be work-related then the firefighter will be reasonably accommodated by being provided light duty within their work restrictions in the Fire Department for 40 hours per week. If they work such light duty, they will be paid at their weekly rate as if they were not disabled and they had worked a regular platoon shift of 56 hours per week.

b. Restricted/Modified Duty Policy 4.05 - The purpose of this policy is to establish a uniform policy and procedure for the administration of a City-wide restricted/modified duty assignment program for employees who are temporarily disabled from performing the duties of their regularly assigned positions due to an injury or illness. This program is intended to provide temporary reassignment due to an injury or illness of an employee only when such assignments are available and only until such time as:

1. the employee is medically released to perform the full range of duties of his/her position,
2. the restricted/modified duty assignment is discontinued at the request of the attending physician,
3. the employee is medically determined to be permanently disabled and consideration is given to modification, transfer, termination, or retirement, or
4. the restricted/modified duty assignment is discontinued at the option of the City.

Restricted/modified duty assignment is a special short temporary work assignment provided for employees who have temporary medical restrictions that prevent them from performing some or all of their normal duties. In all cases, a restricted/modified duty assignment is temporary, and will have a defined beginning and ending date. This program shall be administered by Human Resources. All employees and departments are required to cooperate fully with Human Resources in administration of this program.

The restricted/modified duty assignment will be based on a qualified medical assessment of the employee. It is mandatory for the employee to provide all necessary medical information concerning the extent of their work restrictions and the probable duration of their restrictions. The employee is also required to submit updated work restrictions to their supervisor and Human Resources after every doctor visit.

There is no guarantee of restricted/modified duty assignments. All requests for restricted/modified duty assignments shall be reviewed on a case-by-case basis. It is at the discretion of the Department Head or his/her designee to determine the duty assignment. Such assignments shall depend in part on the medical limitations of the individual, the availability of suitable work, adequate funding, and the needs of the City. A restricted/modified duty assignment may be altered to comply with any applicable state and/or federal law.

An employee's return to work in a restricted/modified duty assignment shall comply with all applicable state and/or federal laws, including Family and Medical Leave Act (FMLA), Wisconsin Fair Employment Act (WFEA), the Americans with Disabilities Act (ADA), and Wisconsin Worker's Compensation laws. All requests and/or assignments for restricted/modified duty shall be reviewed by Human Resources or his/her designee to ensure all requirements are being met.

Definitions

1. Restricted/modified duty assignment: a temporary assignment which shall have a defined beginning and ending date with a maximum duration of 12 weeks. This duration can be extended with the approval of the Department Head and Human Resources as long as restricted/modified duty assignments are reasonably available to reasonably accommodate the situation.
2. Transitional job tasks: job assignments that may or may not normally be performed by the employee but fall within the restrictions as outlined by the employee's physician
3. Work related injury/illness: any injury or illness that occurs in the course of, and arises out of, employment
4. Non-work related injury/illness: any injury or illness that does not occur in the course of, or arises out of, employment

The following procedure is set forth to assist employees and Department Managers in clearly understanding the requirements of the restricted/modified duty assignment policy. It is important that appropriate communication be established at all times between the employee,

his/her supervisor, his/her physician, the City, and the City's Worker's Compensation insurance carrier if applicable.

An employee who has a work-related injury/illness must have his/her treating physician complete the City's "Status Report " form. (This form may be obtained from the employee's supervisor or from Human Resources.) This report provides the City with the physician's diagnosis and the following information:

a. Can the employee return to work with no limitations? If no:

i. Can the employee return to work on restricted/modified duty assignment, and if so, what are his/her limitations?

ii. If the employee cannot return to work at this time, when is it expected the employee may be able to return to restricted/modified duty assignment?

The completed form is to be returned within 24 hours of the employee's doctor's visit. This form along with all other medical information will be held in confidence in accordance with applicable law.

The Department Head will then make a determination if there are sufficient transitional job tasks available to return the employee to restricted/modified duty assignment. All transitional job tasks assigned to the employee will be within the restrictions as outlined by the employee's treating physician. The restricted/modified duty assignment will be in writing and will specify a starting and ending date. Any extension of the original restricted/modified duty assignment will be approved, in writing, by the Department Head.

The employee is also required to submit updated work restrictions to his/her supervisor and Human Resources after every doctor visit, detailing the extent of their work restrictions and the probable duration of these restrictions. Any modifications to the original restricted/modified duty assignment will be done in writing.

At no time will an employee exceed the medical restrictions of his/her physician or perform transitional job tasks that are outside of the scope of the employee's physician's recommendations.

Upon full release to return to work without restrictions, the employee must submit the proper return to work authorization from their treating physician to his/her supervisor and Human Resources before they may return to work.

ARTICLE XI – GRIEVANCE PROCEDURE AND ARBITRATION

11.1 - Termination of Employee. Any employee being discharged shall be so notified in writing therein which writing shall contain the reasons for such action. A copy shall be submitted to the President of the Association upon the written agreement with the involved firefighter.

11.2 - Grievance Defined. In the event of any disagreement concerning the meaning or application of any provision of this Agreement, such disagreement shall be resolved in the manner hereinafter set forth. A representative selected by the grievant shall be allowed to be present and participate at any stage of the procedure. Representation from the Local Association shall be limited to one (1) representative. Time limits referred to in the procedure may be waived by mutual consent of the parties in writing.

Step 1. Any eligible employee(s) having a grievance shall, within five (5) business days of alleged violation, present his or her grievance to his or her immediate supervisor to attempt to reach a settlement. This may be presented orally and the supervisor may give his/her response orally within three (3) business days of presentation of the grievance. The supervisor shall be as defined in the Municipal Employment Relations Act 111.70 and 111.71.

Step 2. If no satisfactory settlement is reached within three (3) business days after commencement of a grievance under step 1 above, the matter shall be reduced to writing and presented to the Chief within ten (10) business days. The Chief shall meet and confer with the grievant within ten (10) business days after receiving the written grievance. The Chief shall respond, in writing, within ten (10) business days after such conference.

Step 3. If no satisfactory settlement is reached in Step 2, the grievance shall be submitted, in writing, to the Finance and Personnel Committee within ten (10) business days after receipt of the written decision of the Chief in Step 2 above. The Finance and Personnel Committee shall meet and confer with grievant within fifteen (15) business days after receipt of the grievance. The Finance and Personnel Committee shall render a written decision within fifteen (15) business days after such conference.

Step 4. Arbitration. If no satisfactory settlement is reached in Step 3, the grievant shall notify the Finance and Personnel Committee within ten (10) business days after receipt of the Committee's decision, of intent to submit the grievance to arbitration. A grievance shall be submitted to arbitration as follows:

1. The Association shall request the Wisconsin Employment Relations Commission to provide a panel of five (5) impartial arbitrators from which a selection shall be made. The parties shall alternately strike names from this panel until one (1) remains. The party requesting arbitration shall strike first. The remaining arbitrator shall be notified of his/her selection as sole arbitrator in the matter. Each party shall bear its own expenses for witnesses and representatives, and both parties shall equally bear expenses of the arbitrator.
2. Grievances subject to this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement, nor shall substitute his/her discretion for that of the City or the Association where such discretion has been retained by the City or the Association, nor shall he/she exercise any responsibility or function of the City or the Association. The wage structure of this Agreement may not be changed through the grievance procedure.

3. It is further agreed that the arbitrator shall render a written decision, which shall be final and binding upon both parties.

ARTICLE XII – INSURANCE

12.1 - Health Insurance. All eligible employees under this Agreement shall be covered by a group medical, hospital, and major medical plan provided by the City. The premium for such insurance plan shall be paid 80% by the City and 20% by the employee through payroll deduction.

12.2 - Group Life Insurance. All eligible employees wishing to participate in the group life insurance can do so the first of the month that is six (6) months after date of Wisconsin Retirement System participation and it is agreed that the City shall pay the premium for administration costs or the actual administration costs, whichever is less.

12.3 - Dental Insurance. All eligible employees under this Agreement shall be covered by a dental insurance plan whereby the City shall pay one hundred per cent (100%) of the single and family premiums for such coverage.

12.5 - Section 125 Cafeteria Plan. The section 125 Cafeteria Plan allows employees to lower their gross pay BEFORE income tax and social security taxes are calculated. By lowering the taxable income, the employee will lower his/her taxes and take home more money in each paycheck.

12.5.1 - Insurance premiums may be deducted as per IRS Rules and Regulations.

ARTICLE XIII – RETIREMENT

13.1 - The City agrees to pay in addition to the employer's contribution, the employee contribution to the Wisconsin Retirement Fund. Employees hired after 7/1/11, shall contribute at the same rate as general municipal employees unless exempted from state statute. The City shall pay the remainder. Should the State statute change to prohibit the City from paying an employee's portion of the Wisconsin Retirement Fund, this Section 13.1 shall be deemed to be amended to be consistent with the State statute at the time of the change.

ARTICLE XIV – SEVERANCE

14.1 - All employees shall give a two (2) week written notice to the Chief of their intention to terminate their employment; and full-time employees shall receive a two (2) week written notice if the management intends to terminate their employment, except in disciplinary cases or those on probation in which case, no such notice is required. Regular full-time employees complying with this section shall be entitled to vacation pay upon termination based on the number of days due, computed from their last anniversary date of employment to last full month of employment. The employee may leave sooner than two (2) weeks with no loss of accrued pay/benefits at the sole discretion of the employer, provided however, if the employer

elects to have the employee leave sooner than the two (2) weeks, the employer shall continue the employee's pay for the period that the employee leaves early.

ARTICLE XV – WORK WEEK

15.1 - The work period for firefighters on a platoon system assignment shall be 204 hours in 27 days. The work period shall be accomplished as follows:

A. 24 hours on; 24 hours off
B. 24 hours on; 24 hours off
C. 24 hours on; 96 hours off

Firefighters not assigned to the platoon system shall work an eight (8) hour day, forty-hour (40) week.

15.2 – New firefighter trainees assigned to a 40-hour workweek will be paid based on a 2080 hour work year prior to being placed on a platoon schedule.

15.3 – All new firefighters assigned to a 40-hour week for training purposes will remain on that schedule for a maximum of 2 weeks and be notified of their assigned regular shift by noon Friday of the first week of training.

15.4 – Personnel working the platoon system shall be notified 90 days in advance if management deems it necessary to move personnel to a different shift.

15.5 – Minimum Staffing – Minimum staffing for firefighters will be one less firefighter than a full complement of a shift.

ARTICLE XVI – UNIFORMS

16.1 - All employees are required to wear a uniform in the performance of their duties as prescribed by the Department. Uniforms will be furnished by the City and shall remain the property of the city. Any uniforms issued pursuant to this provision can only be worn for authorized City of Onalaska employment. No items issued to employees pursuant to this policy can be used for general use as ordinary clothing at any time. Failure to abide by this policy will result in progressive disciplinary action. Please see City of Onalaska Policy 3.07 for further compliance information.

16.2 - Initial uniform issue for new full-time firefighters shall consist of the following:

-Three (3) pair of navy blue NFPA compliant pants
-Three (3) T-shirts with fire department logo on them
-Two (2) Polo shirts with fire department logo on them
-Two (2) duty sweatshirts with fire department logo on them
-Two (2) long sleeve NFPA compliant blue dress uniform shirt
-Two (2) short sleeve NFPA compliant blue dress uniform shirt
-Two (2) fire department badge
-One (1) winter coat with fire department logo on it

Should the IRS make a determination that the above uniform items are ruled a benefit and therefore become taxable, the City shall follow the IRS rules and regulations.

16.3 - All employees are required to wear a uniform in the performance of their duties as prescribed by the Department. No employee is authorized to wear any such uniform for non-related work purposes. Uniforms will be furnished by the City and shall remain the property of the City. Replacement of worn uniform apparel will be made by the City upon return for inspection of worn articles. Maintenance of uniforms in a manner as prescribed by the Department shall be the responsibility of the individual employee.

16.4 - Damage to personal property. Corrective lenses that are damaged or lost as a result of duty related incident shall be replaced, or repaired, by the City for an amount not to exceed one hundred twenty-five ($125.00) with receipt. Proof of loss must be documented by the firefighter and notification to the employee's immediate supervisor. Payment shall be made in the next period following receipt of documentation of the City.

16.5 - Personal Protective Equipment (PPE) shall be provided by the City, including but not limited to NFPA compliant boots, NFPA compliant bunker suits, NFPA compliant fire helmets, NFPA compliant fire gloves, protective hoods, flashlights, etc.

ARTICLE XVII – TAX DEFERRED SAVINGS PROGRAM

17.1 - The City of Onalaska will offer a tax deferred deduction savings program to all employees. Employees interested in this program should contact the Human Resources Specialist or his/her designee.

ARTICLE XVIII – JURY DUTY

18.1 - An employee called for jury duty shall receive his/her salary for such service, provided the employee shall pay any compensation received for said service with the City Clerk, excluding any payment received as mileage. An employee shall perform his/her regular duties at any time during which the employee's service is not required as a juror.

ARTICLE XIX – EQUIPMENT

19.1 - Employees shall promptly report any unsafe, defective or lost equipment that may impede the carrying out of assigned duties and responsibilities to supervisory personnel in the regular chain of command. The City shall make every reasonable effort to correct or replace any unsafe, defective or missing equipment that impedes the carrying out of assigned duties and responsibilities of employees covered by this Agreement.

ARTICLE XX – COMPENSATION PLAN

20.1 - Longevity Pay

Effective January 1, 2015, for those employees who live outside the fire district receive the following longevity pay:

Percentage	After
2%	ten (10) years
4%	fifteen (15) years
5%	twenty (20) years

Effective January 1, 2015, for those employees who live within the fire district receive the following longevity pay:

Percentage	After
1%	five (5) years
3%	ten (10) years
5%	fifteen (15) years
6%	twenty (20) years

Should any firefighter move in or out of the fire district at any time such firefighter's pay and longevity shall be adjusted to reflect the applicable pay and longevity scales commencing on the pay period right after the move. Each firefighter shall promptly inform the City's human resources department of any address change.

20.2 - Longevity pay shall be paid in installments along with the regular scheduled payroll periods.

Section 20.3 -

Effective December 4, 2016 (1% across-the-board):
for those employees living outside the fire district

	Annually	Pay Period (26)	Hourly	Overtime
Starting Rate	$41,373.55	$1,591.29	$14.21	$21.31
After (2) years	$44,745.49	$1,720.98	$15.37	$23.05
After (4) years	$47,469.45	$1,825.75	$16.30	$24.45
After (6) years	$50,360.70	$1,936.95	$17.29	$25.94

Effective December 4, 2016 (1% across-the-board):
for those employees living within the fire district

	Annually	Pay Period (26)	Hourly	Overtime
Starting Rate	$42,204.12	$1,623.24	$14.49	$21.74
After (2) years	$45,643.76	$1,755.53	$15.67	$23.51
After (4) years	$48,422.40	$1,862.40	$16.63	$24.94
After (6) years	$51,371.69	$1,975.83	$17.64	$26.46

Effective January 1, 2017 (2% across-the-board):
for those employees living outside the fire district

	Annually	Pay Period (26)	Hourly	Overtime
Starting Rate	$42,201.02	$1,623.12	$14.49	$21.74
After (2) years	$45,640.40	$1,755.40	$15.67	$23.51
After (4) years	$48,418.84	$1,862.26	$16.63	$24.94
After (6) years	$51,367.91	$1,975.69	$17.64	$26.46

Effective January 1, 2017 (2% across-the-board):
for those employees living within the fire district

	Annually	Pay Period (26)	Hourly	Overtime
Starting Rate	$43,048.21	$1,655.70	$14.78	$22.17
After (2) years	$46,556.64	$1,790.64	$15.99	$23.98
After (4) years	$49,390.85	$1,899.65	$16.96	$25.44
After (6) years	$52,399.13	$2,015.35	$17.99	$26.99

Should any firefighter move in or out of the fire district at any time such firefighter's pay and longevity shall be adjusted to reflect the applicable pay and longevity scales commencing on the pay period right after the move. Each firefighter shall promptly inform the City's human resources department of any address change.

20.4 - Overtime is defined as all hours worked pursuant to the regular schedule in excess of 204 hours worked in a 27-day pay cycle.

20.5 - In the event that any new staff positions are added to the full-time staff structure, pay compensation will be established accordingly by the City and Association mutually. All additional hours shall also be paid at time-and-one-half.

20.6 – Lieutenant Pay. Starting Lieutenant positions will be paid 3.5% above the top firefighter as listed in section 20.3.

ARTICLE XXI – CALL BACK PAY

21.1 - In the event a Fire Fighter is called back outside his or her regular shift and after having logged out, he or she shall be paid a minimum of one (1) hour pay at the time of reporting at the rate of time-and-one-half. Thereafter, firefighters are paid in 15-minutes increments.

21.2 - Any open shifts due to vacations, sick-time, personal days, etc. shall be offered to full-time Union firefighters first according to seniority on a rotating basis.

21.3 – In the event a Fire Fighter is called back for special team functions (Hazardous Materials Team) outside their regular shift and after having logged out, they shall be paid a minimum of one (1) hour pay at the time of reporting at the rate of double time. Thereafter firefighters are paid in 15-minute increments. Hazardous Materials Team members shall receive page pay at a rate of $45.00 a month. It is understood that the compensation payments described above are subject to funds available pursuant to the contract between the State of Wisconsin and the La Crosse Fire Department. If contracts funds are not available the above described compensation shall not be due to the employees.

ARTICLE XXII – EMPLOYEE ASSISTANCE PROGRAM

Purpose

Employee is defined for purposes of the Employee Assistance Program as all regular full-time and regular part-time employees, alderpersons, mayor and firefighters. Because of the temporary nature of employment, seasonal and temporary employees are excluded from the program.

The City of Onalaska has entered into an agreement with Gundersen Lutheran Medical Center to provide employees and their family members with the benefits of an Employee Assistant Program (EAP). The EAP will provide confidential assessment, short-term counseling, and referral at no cost to the employee or immediate family members with a resource through which they can address personal or work-related issues. These concerns may include marital problems, depression, parenting issues and drug and alcohol concerns to name a few. The City of Onalaska recognizes that such problems may negatively affect work performance. Therefore, it recognizes that the EAP is in the best interest of all involved: employee, family and the City of Onalaska.

Procedure

The City of Onalaska will provide its employees and immediate family members with the services of an Employee Assistant Program, as contracted through Gundersen Lutheran Medical Center. This program will provide confidential assessment, short-term counseling and referral services for employees and their immediate family. The City of Onalaska realizes that all employees experience personal problems in their lives. In most cases, they are able to work those problems out themselves. However, there are times when personal problems become complex and can affect personal health, family harmony, and life satisfaction and job performance. These problems may then be resolved through professional assistance. Use of the EAP is voluntary and occurs off-site at Gundersen-Lutheran Hospital's EAP offices or one of its satellite EAP offices. For those employees who wish to pursue counseling services beyond the 1 – 3 free EAP sessions, (per problem or issue) the EAP counselor will facilitate a referral. The counselor can assist the employee in determining whether their health insurance benefits will cover on-going services.

The City of Onalaska encourages the use of EAP through informal referral (also known as self-referral) by employees or their family members. Each employee will receive information on how to contact EAP should they wish to refer themselves.

When an employee experiences work performance problems, supervisors may also refer an employee to EAP through the formal referral process. The decision to accept a formal referral to EAP rests with the employee, due to the voluntary nature of the program. A formal referral to EAP in no way replaces the standard disciplinary policies of the City of Onalaska. Rather, the formal referral serves as an additional avenue through which employees can address problems that may adversely affect work performance. An employee's job security or future career advancement will not be jeopardized as a result of their participation in the Employee Assistance Program.

General Provisions

A. All employees of the City of Onalaska and their immediate family members are eligible for 1 – 3 EAP sessions (per problem or issue). The City of Onalaska incurs the cost of the EAP benefit. Any ongoing counseling or other services pursued by the employee will be their responsibility. In many instances, private health insurance provides some coverage for the additional sessions.

B. Appointments with an EAP counselor can be made by contacting the EAP Office at 791-4780 or 1-800-327-9991 can make appointments with an EAP counselor. Daytime and evening appointments are available. All efforts will be made to see clients within a 24 – 72 hours period. The EAP has 24-hour telephone coverage as well as the ability to intervene with crisis situations at any hour.

C. The EAP is a confidential service. No information about a client will be shared without a signed consent form. Federal and/or State regulations do not protect participants from disclosure of information related to suspect child abuse and neglect, a situation deemed potentially life threatening, or commission of a crime against property or personnel.

D. When an employee is experiencing work performance problems, the supervisor, following established procedures, should work with the employee in an effort to re-establish accepted levels of performance. If it appears that the sub-standard performance is or may be due to problems or impairment, the supervisor may formally refer the employee to EAP as part of a performance improvement plan. In a formal referral, the supervisor will discuss the referral with the employee, and notify EAP that a referral has been made. The referral to EAP in no way lessens the expectation that work performance be improved.

It is appropriate and encouraged for a supervisor to consult with an EAP counselor regarding employee concerns. The EAP counselor maintains a position of neutrality regarding workplace conflict.

ARTICLE XXIII – DRUG & ALCOHOL TESTING

See APPENDIX II.

ARTICLE XXIV – RESIDENCY REQUIREMENT

25.1 - Full-time Fire Department employees must comply with City Policy 1.05 (Residency).

ARTICLE XXV – DISCIPLINE

Following Wisconsin statutory guidelines.

ARTICLE XXVI – SAFETY COMMITTEE

27.1 - Safety Committee. One person as approved by the Association (Local 4169) shall be a member in full standing on the City Safety Committee.

ARTICLE XXVII – MILITARY LEAVE

28.1 - Short Term Leave. Employees of the City of Onalaska who are duly enrolled members of the National Guard, or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence which had been ordered, not to exceed thirty (30) days excluding Sunday and legal holidays. Such thirty (30) days 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. Military leave shall be in addition to any other authorized leaves.

ARTICLE XXVIV – EDUCATION

29.1 - Employees who have completed five (5) years of full-time employment with the Onalaska Fire Department shall be entitled to reimbursement of tuition for pre-approved courses in the pursuit of degrees at accredited institutions of higher learning related to fire prevention or fire science, as determined by the Fire Chief. All courses subject to tuition reimbursement shall be pre-approved by the Fire Chief prior to the course. The decision to approve or disapprove a course for reimbursement eligibility shall not be subject to the grievance procedure. An annual

maximum of $500.00 per calendar year per firefighter, and a lifetime maximum of $1,500.00 per firefighter shall apply. Reimbursement will be made only after a grade report with proof of an academic grade of "C" or better is submitted to the Fire Chief with a receipt from the educational institution showing payment in full. Reimbursement is limited to tuition, lab or course fees, and books and will be made only when proper documentation is submitted to the Fire Chief within 30 days of course completion or receipt of grade report, whichever is later.

ARTICLE XXIX – COURT APPEARANCES

30.1 - A minimum of two (2) hours calculated at the rate of one and one-half (1-1/2) times their regular rate of pay is guaranteed to an employee who is required to and appears in Onalaska Municipal Court on department business when he/she would not otherwise have been on duty. A minimum of two (2) hours calculated at the rate of time and one-half (1-1/2) is guaranteed an employee who is required to appear on department business in La Crosse County Circuit Court or any other Court outside of La Crosse County. For purposes of this provision, appearance in court on departmental business shall be construed to cover only those court appearances when the employee is not entitled by law to witness fees. Any employee so called in may be required to work the full two (2) hours if the court appearance does not take the full two hours.

ARTICLE XXX – FAIR SHARE

31.1 - All employees covered by this Agreement who are not now dues paying members shall be excluded from the Fair Share Agreement for the term of their employment with the City, except if they should voluntarily become dues paying members, when they shall have deducted from their paychecks an amount certified by the Association as the uniform dues for Association representation as it would be for new employees.

31.2 - Any employee covered by this Agreement commencing employment with the City after the date of ratification of this Agreement shall have the choice of becoming a member of the Association, but shall be required to have deducted from the first paycheck of each month, following completion of a probationary period, an amount certified by the Association as the uniform dues for Association representation. This shall not include initiation or special assessment fees. Any changes in the uniform dues shall be certified to the City Clerk's office thirty (30) days prior to the effective date of said change.

31.3 - The Association is the exclusive representative of all the employees covered by this Agreement and agrees to represent all such employees fairly and equally. No employee shall be required to join the Association, but membership will be made available to all employees who apply. No member shall be denied membership or representation because of race, color, creed, sex, age, or handicap.

31.4 - The Association will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of said fair share deduction. The Association further agrees to refund to the City any amounts paid in error on account of the Fair Share deduction. It shall be the responsibility of the Association to collect any back fees, such as might occur when an employee has no earnings in the period when deductions are normally made. Remittance will be made to the Association treasurer or designee of the Association within five (5) business days of the deduction. The Association

agrees that it must present any claim or error of any remittance to the City Clerk's office at least ten (10) calendar days prior to the next deduction period. It further provides that any error shall not be subject to the grievance procedure.

ARTICLE XXXI – DURATION

32.1 - Effective Date of Agreement. All articles of this Agreement will be effective January 1, 2015.

32.2 - Term of Agreement. This Agreement shall be binding and in full force and effect from January 1, 2016, to December 31, 2017 at midnight. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new Agreement is reached.

32.3 - It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. Should any provision of this Agreement be found to be in violation of any Federal or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2016.

CITY OF ONALASKA	ONALASKA CITY EMPLOYEES, Association of Onalaska Firefighters International Association of Firefighters Local 4169
_____	_____
Joe J. Chilsen, Mayor	President
_____	_____
Caroline L. Burmaster, Clerk	Bargaining Member
	_____
	Bargaining Member
	_____
	Bargaining Member

APPENDIX I

Seniority List

Name	Hire Date
Nagy, Wayne	**8/31/1998**
Yonkovich, Corey	**9/8/1998**
Southworth, Jeremy	**3/26/2001**
Everson, Brian	**5/4/2003**
Taylor, Cory	**10/21/2007**
Netwal, James	**11/1/2010**
Barnhardt, Andrew	**5/31/2011**
Hilton, Anthony	**12/31/2013**
Rau, Jameson	**7/21/2014**
Veldboom, Jason	**9/29/2014**

APPENDIX II
Drug and Alcohol Testing Policy

The Association agrees to abide by the City of Onalaska Policy 6.05(b) NON-DOT Drug and Alcohol Free Workplace Policy.

OR

Addition of City Policy 6.05(b) NON-DOT Drug and Alcohol Free Workplace Policy

Purpose

The purpose of this policy is to assist in the prevention of accidents and injuries resulting from the misuse of alcohol and/or drugs by all City employees; including but not limited to, drivers of commercial motor vehicles. This policy is intended to be consistent with and in compliance with the U.S. Department of Transportation and the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing rules, regulations and procedures contained in Title 49 C.F.R. and the Drug Free Workplace Act of 1988.

Statement of Policy

The City of Onalaska is committed to protecting the safety, health and wellbeing of all employees and recognizes that drug and alcohol abuse poses a significant threat to the goals of the City. Employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale. The City has established a drug-free workplace program that balances the respect for individuals with the need to maintain a drug and alcohol free environment.

Reporting of Drug Conviction

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all City employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, alcohol or drug paraphernalia is strictly prohibited in the workplace. Furthermore, this law makes it a condition of employment that all City employees abide by the Drug and Alcohol Free Workplace Policy and notify ***in writing*** the City Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Employees who fail to comply with this requirement or any other provision of this regulation will be subject to disciplinary action up to and including discharge. Appropriate action, which may consist of discipline up to and including termination, will be taken within 30 days of notification.

Prevention and Rehabilitation

The goals of this policy are prevention and rehabilitation whenever possible, rather than discipline or termination. The City encourages employees who have an alcohol or other drug problem to seek help to deal with their problem. Help is available through the City's Employee Assistant Program (EAP). For more details on this program, contact the Human Resources Department or the EAP office at 775-4780 or toll free at (800) 327-9991.

Employees who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation and treatment requirements of parts 40 and 382, provided that:

1. The employee does not self-identify in order to avoid drug or alcohol testing;
2. The employee makes the admission of alcohol misuse or controlled substance use prior to performing work.

Leave of Absence Prior to Testing

An employee may be permitted to take a leave of absence to participate in an approved treatment program for alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. An employee requesting such a leave of absence must use any paid benefit time prior to using unpaid leave and must comply with any requirements of FMLA.

Employees requesting to return to work from a leave of absence for drug or alcohol treatment may be required to submit to tests without prior notice if the City has reasonable belief based upon objective evidence that testing is necessary to address safety concerns in the workplace during the six months following the employees return to work.
A positive test result or a refusal to submit to testing will subject the employee to discharge.

Prohibited Conduct for all City Employees

1. As required by the Drug Free Workplace Act, all City employees are strictly prohibited from using, possessing, manufacturing, distributing, or dispensing controlled substances and/or alcohol while on City property, or operating City equipment or vehicles.
2. City employees are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance.
3. City employees are prohibited from deliberately misusing this policy in regard to subordinates, as well as providing false information in connection with a test, or falsifying test results through tampering, contamination, adulteration or substitution.

Drug and Alcohol Testing

Participation in the City's Drug and Alcohol Testing program is a requirement of each employee and therefore, is a condition of employment. Refusal by a City employee to take a required drug and/or alcohol test will result in the removal of that employee from the employee's assignment(s) which, in turn, may result in discipline up to and including discharge.

1. Testing will be conducted in the following situations for all City employees:

   Pre-Employment – Any individual not currently employed by the City who is applying for any position shall be required to undergo drug and alcohol testing after a conditional offer of employment has been made.

   Reasonable Suspicion Testing – In cases in which an employee is acting in an abnormal manner or appears unfit to perform his/her duties in a safe manner and a supervisor or department head who has been trained in accordance with this policy and D.O.T. requirements Section 382.603 has reasonable suspicion to believe the employee is under the influence of alcohol or drugs, the employee shall be taken to a properly authorized testing facility for alcohol and drug testing. Reasonable suspicion means suspicion based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of an employee. These observations may include indications of the chronic and withdrawal effects of controlled substances. The supervisor or department head who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee.

   Alcohol testing is only authorized if observations are made during, just preceding or just after the period of the work day that the employee is required to be in compliance. However, City policy requires that reasonable suspicion alcohol testing shall be performed at any time during an employee's work day.

The employee will not be permitted to perform work until: (1) an alcohol test is administered and the alcohol concentration measures less than 0.02; or (2) 24 hours have elapsed following the determination that there was reasonable suspicion to test the employee. However, City policy requires that an employee will not be returned to work until confirmed test results are obtained.

Once the employee has been removed from the job site, the supervisor is to contact their department head and the Human Resources Department. If contact cannot be made at that time, the supervisor or department head is to proceed through the next step of this procedure and make contact with them as soon as possible.

The supervisor or department head is to then take the employee to the collection site for drug and alcohol testing, and to wait there until the test is completed.

If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor or department head makes such reasonable suspicion determination, the supervisor or department head must complete a report explaining the reasons for the delay in conducting the alcohol test.

If the alcohol test is not conducted within eight (8) hours after the supervisor or department head makes such reasonable suspicion determination, the supervisor or department head must cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test. In addition, the driver will be out of service for 24 hours.

Once the drug and alcohol testing has been completed, the supervisor or department head is to make arrangements for the employee to be taken home. The employee will **not** be permitted to drive his/her own vehicle home at that time. The employee may have a family member or a friend take them home; the supervisor or department head may, but is neither required nor encouraged to drive the employee home under this policy. It is suggested that the supervisor or department head stay with employee until transportation arrives. The supervisor or department head shall document whether he/she stayed with the employee, whether the supervisor or department head provided transportation home and if not, the name of the individual providing such transportation, and the time that the supervisor released the employee.

The employee will be advised not to report for work. The City will contact the employee once the test results are known (this normally takes 24 - 48 hours), and a decision has been made as to the employee's status.

The results of the drug or alcohol testing will be sent directly to the Human Resources Department. When the results are obtained, the employee's supervisor and/or department head will meet with the Human Resources Department to determine the appropriate course of action to be taken.

This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone without a legitimate need to know. Likewise, a supervisor must not discuss the suspected reason for a referral, discipline action or termination with anyone without a legitimate need to know.

Once the test has been completed and the employee has been taken home, the supervisor or department head must submit a written report to the Human Resources Department outlining, in

detail, what happened and the behavior observed that led the supervisor or department head to believe the employee was under the influence of alcohol and/or drugs. This report must be done within 24 hours of the testing.

Return-to-Duty/Follow-up Testing - The City of Onalaska will ensure that before an employee returns to duty the employee shall undergo a return-to-duty alcohol and/or drug test with a result indicating an alcohol concentration of less than 0.02 and a verified negative result for drug use. In any event, an employee will not be allowed to return to duty without first having been evaluated by the City of Onalaska EAP provider in order to determine the employee's fitness-for-duty. Such follow-up actively may be required if an employee has engaged in conducted prohibited by City policy as noted above. The employee shall comply with all recommendations of the EAP. The employee shall provide an authorization for release of information will be needed to verify EAP participation and compliance with recommendations.

Test Refusal

The following behavior constitutes a test refusal for drugs and alcohol (382.107):

1. Failure to appear for the test in the time frame specified by the City of Onalaska, with the exception of pre-employment.
2. Failure to remain at the testing site until the testing process is completed. However, if an employee leaves a pre-employment testing site before the process starts, it is not deemed to be a test refusal.
3. Failure to provide a urine specimen, saliva or breath specimen, as applicable. However, an employee who does not provide a specimen because they have left the testing site before the process starts for a pre-employment test is not deemed to be a test refusal.
4. Failure to provide a sufficient volume of urine or breath without a valid medical explanation for the failure.
5. Failure to undergo a medical examination as part of the verification process. In the case of a pre-employment drug test, the test is deemed to be a refusal only if the pre-employment test is conducted following a contingent offer of employment.
6. Failure to cooperate with any part of the testing process.
7. Failure to permit the observation or monitoring of specimen donation when so required.
8. Failure to take a second test as required by the City of Onalaska or collector.
9. A drug test result that is verified by the MRO as adulterated or substituted (applicable to drug test only).

Drug and Alcohol Testing Procedures

The City of Onalaska will use a drug and alcohol collection site that meets the standards established in 49 CFR Part 40 and a laboratory that is certified by the U.S. Department of Health and Human Services (DHHS). All drug and alcohol testing will be conducted in conformance with the procedures and rules established by the federal Omnibus Transportation Employee Testing Act of 1991 and it's implementing regulations.

1. Alcohol Testing - Employees will be required to submit to breath testing using a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing (EBT) or a non-evidential alcohol screen device (ASD) using breath or saliva. A state-certified Breath Alcohol Technician (BAT) will administer an initial screening test. If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. The City will take action based only upon the positive results of the confirmation test, 0.04 percent or greater. All procedures and steps used in conducting both the

initial and confirmation tests will be performed in conformance with the federal law and federal regulations.

a. **Preparation for breath alcohol testing** – The following procedures summarize the procedures established by the Federal Motor Carrier Safety Administration (FMCSA) regulations implementing drug and alcohol testing under the federal law. These procedures are binding and are subject to change in the event the FMCSA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.
    1. When the employee enters the collection site, the BAT will require him or her to provide positive identification (i.e. photo I.D. or employer identification.)
    2. The BAT will explain the test procedure to the employee.
    3. Employees will be required to complete and sign various forms used to document the testing process. Refusal to sign the test form(s) will be regarded as refusal to take the test, and the City will be notified immediately.
    4. The screening test will be conducted. The BAT will open an individually sealed, disposable mouthpiece in the view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until an adequate amount of breath has been obtained. Following the test, the BAT will show the employee the test results.
    5. If a saliva alcohol screen device (ASD) is utilized, a qualified Screen Test Technician (STT) will open the package in the presence of the employee, and instruct the employee to insert it into their mouth until it becomes saturated with saliva. Upon removal of the device from the mouth, the STT will ensure the test was activated and read the results displayed to the employee within 15 minutes of the test. If the test was not completed, one reattempt will be administered. If the reattempt is not successful, the employee will be directed to take a new test immediately, utilizing an EBT. A saliva alcohol screen device may only be utilized as a screening test.
    6. If the screening test is a breath alcohol concentration of less than 0.02, no further testing is required and the BAT will report the test to the employer as a negative.
    7. If the screening test is a breath alcohol concentration greater than 0.02, a confirmation test must be performed. The confirmation test will be conducted 20 minutes after the completion of the screening test, employing the same procedure as using an EBT. . During the period the employee must not eat, drink, belch, or put any object or substance into his/her mouth.
    8. If the initial and confirmatory test results are different, the confirmation test result is deemed to be the final result. The employee will be instructed to sign the certification statement on step 4 of the ATF. It is *not* a test refusal if the employee refuses to sign. The test results will be confidentially transmitted to the City immediately so the employee can be removed from the safety-sensitive function. If the alcohol test is positive, arrangements will be made to transport the employee from the collection site.
    9. In situations where the City has been informed that an employee has not provided a sufficient amount of breath to permit a valid breath test, they will be directed to obtain, within 5 days, an evaluation from a licensed physician acceptable to the City, who has expertise in the medical issues raised by failing to provide enough breath.
    10. If the employee's behavior constitutes a test refusal, the test will be terminated and the City will be notified of the refusal immediately. Test refusal will subject the employee to discipline, up to and including discharge. The following behaviors constitute an alcohol test refusal: failure to appear for the test within the designated time frame, failure to remain at the testing site until the process is complete, failure to attempt to

provide a specimen, failure to provide sufficient breath with no valid medical explanation, failure to undergo a medical examination associated with insufficient volume procedures, failure to sign the certification on step 2 of the ATF, and failure to cooperate with the collection process..

11. Cancelled tests (as defined in Part 40.267) must be reported to the City within 48 hours, and the employee will be treated as if the test never occurred. A retest following a cancelled test is only allowed for a return-to-duty or follow-up test; otherwise a retest is strictly prohibited.

b. Blood Alcohol Testing – Blood alcohol testing is authorized only in the following circumstances:

1. When policy rules require a reasonable suspicion test and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test.
2. When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon the conclusive finding of a positive (0.04 percent or greater) blood alcohol test results, the employee has 72 hours in which to request a test of the split specimen. An employee who fails to notify the Medical Review Officer (MRO) within 72 hours of receiving the results of a positive test of the employee's desire to have the split specimen tested, shall be deemed to have waived their right to seek testing of the split specimen.

Pending receipt of the result of the analysis of the split specimen, the employee shall not return to work unless the employee has met conditions set forth in this policy following a test result of 0.04 percent or greater.

All blood alcohol testing will be conducted in conformance with the procedures established by the Federal Regulations.

2. Results of Positive Test – Any employee who tests positive for alcohol concentration of 0.02 or higher is subject to discipline, up to and including termination. If a confirmation alcohol test measures 0.04 or greater, the City of Onalaska is required to:

1. Remove the employee from their position;
2. Before returning the employee to employment:
   a. refer the employee to the City of Onalaska's EAP for assessment of an alcohol problem and a determination of whether participation in a treatment program is necessary and;
   b. obtain verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program and;
   c. re-test within three (3) days of returning to work to verify that the employee's alcohol concentration is below 0.02.
   d. The employee will enter a Last Chance Agreement with the City outlining the conditions of the Last Chance Agreement and the responsibilities of the employee which may include, but are not limited to: consent for follow up testing, abstaining from all drug/alcohol use during work, refraining from bringing drug/alcohol paraphernalia on City property, and having no further policy violations.

If the confirmation test level is between 0.02 and 0.39 percent, the employee will be removed from their position for a minimum of 24 hours following the administration of the test.

In the event that an employee is required to comply with breath testing as a result of a law enforcement investigation, the employee must submit to the examination. The test will be considered enforceable for purposes of this policy, if the testing officer is a qualified BAT and the EBT that was used for the test has been certified by the State of Wisconsin or a local law enforcement agency.

3. Testing for Controlled Substances – For the purpose of this policy and the Federal Regulations, the City of Onalaska will utilize a seven panel drug screen consisting of the following drugs:

   - Tetrhydrocannabinol (Marijuana drug)
   - Cocaine
   - Amphetamines
   - Opiates (including heroin)
   - Phencyclidine (PCP)

   DOT Panel

   - Barbiturates
   - Benzodiazepines

   Non-DOT Panel

   In instances where there is reason to believe an employee is abusing a substance other than the seven drugs listed above, the City reserves the right to test for additional drugs under the City's own authority using standard laboratory testing protocol.

   Drug testing is conducted by analyzing an employee's urine specimen, through a certified testing lab and monitored by the (DHHS). This procedure will include use of a split specimen testing procedure. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a certified lab. Only the "primary" specimen bottle is opened and used for the urinalysis. The split specimen bottle will remain sealed and is stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be retested at the same lab or be sent, at the employee's expense, to another certified laboratory for analysis. An employee who fails to notify the Medical Review Officer (MRO) within 72 hours of receiving the results of the positive test of the employee's desire to have the split specimen tested, shall be deemed to have waived their right to seek testing of the split specimen.

   a. **Preparation for Drug Testing** – The following procedures summarize the procedures established by the Federal Motor Carrier Safety Administration(FMCSA) regulations implementing drug testing under the federal law. In addition, employees will be asked to remove any hats and/or heavy bulky clothing. The collector also can request that the employee empty their pockets, if any bulky items are noted. These procedures are subject to change in the event the FMCSA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.

      1. Employees are to report to the collection site within the designated time frame after receiving notification. Refusal to report for collection within the time frame or non-cooperation with the collection process will be considered a test refusal.
      2. When the employee enters the collection site, the employee will be required to provide positive identification (i.e. photo I.D. or employer identification). The collector will explain the basic collection procedures to the employee and show them the written instructions on the back of the Custody and Control Form (CCF).
      3. In the event both drug and alcohol tests are required, the alcohol test should be conducted first, if possible.

4. Outer garments must be checked and pocket contents displayed to the collection site personnel. Any unacceptable items will be secured with the employee's other belongings. Employees have the right to retain their wallet and obtain a receipt for their belongings.
5. The employee will be instructed to rinse and dry their hands and obtain (or observe the collector obtaining) a wrapped specimen container and break (or watch the collector break) the seal on the collection container.
6. The employee will be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom. The toilet is not to be flushed. The specimen should be returned to the collector as soon as possible.
7. If an insufficient amount of urine is provided, the original specimen will be discarded and the employee will be given up to 3 hours and allowed to consume not more than 40 ounces of fluids to provide another specimen. The specimen may not be tampered with or substituted, and will be visually inspected for unusual color and sediment. The temperature of the specimen will be measured and must fall within an acceptable range. The employee will be required to provide another specimen under direct observation if the temperature falls outside the acceptable range, if the drug test result indicates that the employee's specimen was invalid, the collector notices any signs of adulteration, substitution or tampering with the specimen, the original positive, adulterated or substituted result was cancelled because the test of the split specimen could not be performed or the MRO reported the specimen as negative and dilute and directs the City to conduct a recollection. The City may also direct a collection under direct observation if the test is return-to-duty or follow-up test. Any reason requiring a direct observation test will be fully explained to the employee. Refusal to cooperate with the request for a new collection under direct observation will be deemed a test refusal.
8. If the employee is still unable to provide the required specimen, the test will be discontinued and Human Resources will be notified. Human Resources will then notify the Medical Review Officer (MRO) and the employee will be referred to a medical evaluation to determine whether the employee's ability to provide a specimen is genuine or constitutes a refusal to submit to a drug test.
9. Once the sample is collected and given to the collection personnel, the collector will break the seal on the specimen bottles and shall divide the sample into a primary specimen (30ml) and a split specimen (15ml) and seal and label them in front of the employee. The employee will then be instructed to initial the labels to verify the specimen
10. Step 5 of the Custody and Control Form (CCF) must be completed by the employee. At this time the employee may also wish to indicate on the back of their copy of the CCF any medications that are currently being used, in the event the Medical Review Officer (MRO) contacts the employee to discuss the results of the test. Refusal to sign the form does not constitute a refusal to test, but will be noted by the collector in the remarks section of the CCF
11. The collector will complete their portion of the CCF and place the specimen bottles and copy one of the CCF inside a leak-resistant plastic pouch in front of the employee.
12. The test results will be confidentially transmitted from the laboratory to the MRO in a timely manner. The MRO will then contact the employee and/or City representative (if necessary) per Part 40.131.
13. If the test result of the primary specimen is positive, the employee may request within 72 hours of receiving the positive test results, that the MRO direct that the split specimen be tested in the same or a different DHHScertified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.

14. Once the City is notified by the MRO of a verified positive, positive dilute, adulterated, or substituted test result, the City must immediately remove the employee from the safety-sensitive job duties and cannot return the employee to safety-sensitive duty until they have successfully completed the return-to-duty process. The employee will also be removed from the position pending the result of the test of the split specimen.
15. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test.
16. The employee will be directed to provide another specimen immediately if the City is notified of a cancelled test result for a pre-employment, return-to-duty or follow-up test.
17. In situations where an employee does not provide enough specimen they will be directed to obtain, within 5 days, an evaluation from a licensed physician acceptable to the MRO, who has expertise in the medical issues raised by failing to provide enough specimen.
18. Employees will be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.
19. Refusal by an employee to complete and sign the test and chain of custody forms, to provide an adequate amount of urine (to be decided on a case-by-case basis) or otherwise failure to cooperate with the testing process in a way that prevents the completion of the test will be considered grounds for disciplinary action, up to and including termination.
20. In the event of conflicting results between the initial test and the confirmation test, the confirmation test results will determine the outcome of the test.

4. Results of a Positive Alcohol or Drug Test - Any employee who tests positive for drugs or for alcohol concentration of 0.02 or higher is subject to discipline, up to and including termination.

As with an alcohol misuse violation, the City of Onalaska is required to act upon a positive drug test result in the following manner:

1. Remove the employee from their position. If the removal is the result of a positive drug test, the removal will only take place after the employee has been allowed to meet or speak with a MRO in order to determine that the positive drug test did not result from the authorized use of a controlled substance;
2. Prior to the employee's return to work:
   a. The employee will be referred the employee to the City of Onalaska's EAP for assessment of an alcohol problem and a determination of whether participation in a treatment program is necessary OR for assessment and subsequent compliance with a recommended rehabilitation after a determination that a drug problem exists;
   b. Obtain verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program;
   c. Employee must be evaluated by a substance abuse professional or MRO and determined to be fit to return to work prior to their release of the employee;
   d. Retest to verify a negative result on a drug test or that the employee's alcohol concentration is below 0.02.
   e. The employee will enter a Last Chance Agreement with the City outlining the conditions of the Last Chance Agreement and the responsibilities of the employee which may include but are not limited to:
   consent for follow up testing, abstaining from all drug/alcohol use during work, refraining from bringing drug/alcohol paraphernalia on City property, and having no further policy violations

3. Employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will be required if the employee is determined as needing rehabilitation as specified by the EAP and/or Outpatient Counselor to whom the employee is referred by the EAP.
4. For purposes of determining drug test results, a diluted test result shall be considered a positive test result.

If the confirmation test level is between 0.02 and 0.039 percent, the employee will be removed from the safety-sensitive position for a minimum of 24 hours following administration of the test.

In the event that an employee is required to comply with breath or saliva testing as a result of a law enforcement investigation, the employee must submit to the examination. The test will be considered enforceable for purposes of this policy, if the testing officer is a qualified BAT and the EBT that was used for the test has been certified by the State of Wisconsin or a local law enforcement agency.

Prescription Drugs

Before performing work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug, or any non-prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicated the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. A written report of this notification is to be filed by the supervisor with Human Resources. It is the responsibility of the employee to inform his/her physician of the type of work that the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of City equipment. However, as required by the Federal Regulations, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol will be removed from his/her position, and be subject to the alcohol provisions of this policy, even though the reason for the positive alcohol test is the fact that the employee's prescription or non-prescription medication contains alcohol.

A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited by City policy.

Requirements for Agencies Receiving Federal Funds:

Under the Drug-Free Workplace Act of 1988 as amended, any City agency with a Federal contract of $25,000 or more, or that receives funds through Federal grants must report to the granting Federal agency the name of any employee who is convicted of a criminal drug offense that takes place in the workplace. The report must be made to the Federal agency issuing the contract or grant within ten (10) calendar days after receiving notice of the conviction. Contractors and grantees who fail to report a conviction may be subject to one or more of the following sanctions:

1. Suspension of payments under the grant;
2. Suspension or termination of the grant; and

3. Suspension or debarment of the grantee from grants for a maximum period of five (5) years.

City agencies that have Federal contracts or grants are encouraged to contact the issuing Federal agency about reporting requirements under the Drug-Free Workplace Act.

Confidentiality of Records

The City respects the confidentiality and privacy right of all of its employees. Accordingly, the results of any test administered under this Policy and the identity of any employee participating in the City's EAP or other assessment or treatment program will not be revealed by the City to anyone except as required by law. The City will release any employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the City will ensure that any lab or agency used to conduct testing under this Policy will maintain the confidentiality of employee test records.

However, the lab or testing agency will disclose information related to a positive drug or alcohol test of any individual to the City of Onalaska's designee. The City may disclose this information to the employee or to the decision maker in a lawsuit, grievance, or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders or subpoenas.

The Medical Review Officer (MRO) will not reveal individual test results to anyone except the City of Onalaska's designee, unless the MRO has been presented with a written authorization from the tested employee. The MRO may reveal to the City of Onalaska's designee relevant information as to whether the employee is qualified to perform safety-sensitive functions or whether the employee has tested positive for alcohol or a controlled substance. The City may disclose this information to the employee or to the decision maker in a lawsuit, grievance or other proceeding on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders and subpoenas; or upon the tested employee's written authorization and consent.

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a locked cabinet and access will only be allowed to those City employees who have a legitimate need to review the records of a particular employee.

Definitions

1. **Adulterated Specimen:** A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
2. **Alcohol Concentration:** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.
3. **Alcohol Confirmation Test:** A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.
4. **Alcohol Screening Device (ASD):** A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.
5. **Alcohol Screening Test:** An analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.
6. **Breath Alcohol Technician (BAT):** An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

7. **Cancelled Test:** A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.
8. **Chain of Custody (CCF):** The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF).
9. **Confirmation (or Confirmatory) Test:** In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration.
10. **Confirmation Validity Test:** A second test performed on a urine specimen to further support a validity test result.
11. **Confirmed Drug Test:** A confirmation test result received by an MRO from a laboratory.
12. **Consortium/Third Party Administrator (C/TPA):** A service agent who provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers" for purposes of this part.
13. **Designated Employer Representative (DER):** An employee authorized by the employer to take immediate action(s) to remove employees from duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Part 40. Service agents cannot act as DERs.
14. **Dilute Specimen:** A specimen with creatinine and specific gravity values that are lower than expected for human urine. A dilute test will be reported as positive or negative. For a positive dilute test the employer treats the result as a positive test and removes the employee from safety-sensitive duty. For a negative dilute test, the employer may require, as a matter of policy, employees to retest without direct observation. The second test is the test of record, even if the second test is also negative dilute.
15. **Drug Metabolite:** The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.
16. **Drug Test:** The laboratory analysis of a urine specimen collected in accordance with 49 CFR Part 40 and analyzed in a Department of Health and Human Services (DHHS) approved laboratory.
17. **Evidential Breath Testing Device (EBT):** An EBT approved by the National Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List of Evidential Breath Measurement Devices (CPL).
18. **Invalid Drug Test:** The result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
19. **Initial Validity Test:** The first test used to determine if a specimen is adulterated, diluted, or substituted.
20. **Medical Review Officer (MRO):** A person who is a licensed physician and is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

21. **Negative Test Result:** Drug test with a verified presence of the identified drug or its metabolite below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol concentration of less than 0.02 BAC is a negative test result.
22. **Non-negative Test:** Test result found to be adulterated, substitute, invalid or positive for drug/drug metabolites. Non-negative results are considered a positive test or refusal to test if MRO cannot determine legitimate medical explanation.
23. **Performing (a safety sensitive function):** A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.
24. **Positive Test:** Drug test with a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC, or greater.
25. **Post-Accident Test:** A drug test administered to an employee when an accident (as previously defined) has occurred and the employee performed a safety-sensitive function that either contributed to the accident, or cannot be completely discounted as a contributing factor in the accident.
26. **Primary Specimen:** In drug testing, the urine specimen bottle that is opened and tested by a primary laboratory to determine whether the employee has a drug or drug metabolite in their system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.
27. **Pre-Employment Test:** A drug test given to an applicant or employee who is being considered for a safety-sensitive position. The test is also administered when transferring an employee from a non-safety-sensitive position to a safety-sensitive position. Employers are also required to conduct a pre-employment test when a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time. The applicant or employee must be informed of the purpose for the urine collection prior to actual collection.
28. **Random Test:** A drug test administered annually to a predetermined percentage of employees who perform safety-sensitive functions and who are selected on a scientifically defensible random and unannounced basis.
29. **Reasonable Cause Test:** A drug test given to a current employee who performs in a safety-sensitive position, and who is reasonable suspected by one or more trained supervisors or company officials of using a prohibited drug or misusing alcohol.
30. **Refusal to Test:** A covered employee fails to provide a urine sample as required by 49 CFR Part 40, without a valid medical explanation, after they have received notice of the requirement to be tested in accordance with the provisions of this subpart, or engages in conduct that clearly obstructs the testing process. An employee is considered to have refused to test if they fail to do the following: (1) Appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer; (2) Remain at the testing site until the testing process is complete; (3) Provide a urine or breath specimen for any drug test required by this part or DOT agency regulations; (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen; (5) Provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure; (6) Declines to take a second test the employer or collector has directed them to take; (7) Undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures; (8) Cooperate with any part of the testing process (i.e. refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process), if the MRO reports that there is verified adulterated, or substituted test result; or (9) Sign "step 2" of the alcohol testing form.

31. **Return-to-duty Test:** An initial drug test prior to return to duty given to employees performing in safety-sensitive functions who previously tested positive to a drug test and are returning to safety-sensitive positions. A return-to-duty test is also required of an individual who has refused another type of test required by the FTA rule.
32. **Safety-sensitive Function:** Any of the following duties are considered safety-sensitive: (1) Operating a revenue service vehicle, including when not in revenue service; (2) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (3) Controlling dispatch or movement of a revenue service vehicle; (4) Maintaining a revenue service vehicle or equipment used in revenue service, unless the recipient receives section 18 funding and contracts out such services; and (5) Carrying a firearm for security purposes.
33. **Screening Test (or initial test):** In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
34. **Screening Test Technician (STT):** A person who instructs and assists employees in the alcohol testing process and operates an ASD.
35. **Split-Specimen:** In drug testing, a part of the urine specimen that is sent to a primary laboratory and retained unopened, and is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
36. **Stand-Down:** The practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.
37. **Substance Abuse Professional (SAP):** A person who evaluates employee who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and aftercare.
38. **Substituted Specimen:** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
39. **Validity Testing:** The evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of the validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.
40. **Verified Negative (drug test result):** A drug test reviewed by an MRO and determined to nave no evidence of prohibited drug use.
41. **Verified Positive (drug test result):** A drug test result reviewed by an MRO and determined to have evidence of prohibited drug use.
42. **Verified Test:** A drug test result or validity testing result from a Department of Health and Human Services certified laboratory that has undergone review and final determination by the MRO.

CHECKLIST FOR REASONABLE SUSPICION TESTING

☐ 1. Upon the employee's removal from the job site, the supervisor or department head should contact the Human Resource Department and when applicable their Department Head. If the contact cannot be made at that time, the supervisor should proceed to the next step of this procedure and make contact with the Human Resource Department and their Department Head as soon thereafter as possible.

☐ 2. The supervisor or department head is to then take the employee to the collection site for drug and/or alcohol testing, and must remain at the site until the test is completed.

☐ 3. If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor or department head makes the reasonable suspicion determination, the supervisor or department head will complete a report explaining the reason for the delay in conducting the test. If the alcohol test is not conducted within eight (8) hours after the supervisor or department head makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor or department head will complete a report explaining the reasons why the test was not conducted.

☐ 4. Once the drug and/or alcohol test has been completed the supervisor or department head is to make arrangements for the employee to be taken home. The employee will not be permitted to drive their own car home at that time. The employee may have a family member or a friend pick them up or the supervisor or department head may take the employee home.

☐ 5. The employee is to be advised not to report to work. The City will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.

☐ 6. The results of the drug and/or alcohol test will be sent directly to the Human Resources Department. When the results are obtained, the employee's supervisor and department head will meet with the Human Resources Department to determine the appropriate course of action to be taken.

☐ 7. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor or department head must not discuss the suspected reason for a referral or termination with anyone who does not need to know.

☐ 8. Once the test has been completed and the employee has been taken home, the supervisor or department head must submit a written report to the Human Resources Department outlining in detail what happened and what behavior was observed that let the supervisor or department head to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within 24 hours of testing.