Agreement between the

CITY OF ONALASKA

And

ONALASKA PROFESSIONAL POLICE ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2020 - 2022

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 3
ARTICLE II – ADMINISTRATION 3
ARTICLE III - ASSOCIATION ACTIVITIES 3
ARTICLE IV - TENURE AND PROBATIONARY PERIOD 4
ARTICLE V - FILLING VACANCIES 5
ARTICLE VI - LAYOFFS 5
ARTICLE VII - HOLIDAYS 5
ARTICLE VIII - VACATION 6
ARTICLE IX - SICK LEAVE/BEREAVEMENT LEAVE 9
ARTICLE X - ACCIDENTS AND INJURIES 11
ARTICLE XI - GRIEVANCE PROCEDURE AND ARBITRATION 11
ARTICLE XII - RESIDENCY REQUIREMENT 13
ARTICLE XIII - INSURANCE 13
ARTICLE XIV - RETIREMENT 14
ARTICLE XV - SEVERANCE 14
ARTICLE XVI - SEPARABILITY 14
ARTICLE XVII - WORK WEEK AND OVERTIME 15
ARTICLE XVIII - CALL-IN AND COURT APPEARANCES 18
ARTICLE XIX - UNIFORMS 19
ARTICLE XX – COMPENSATION PLAN 19
ARTICLE XXI - FAIR SHARE 22
ARTICLE XXII - JURY DUTY 20
ARTICLE XXIII - EQUIPMENT 23
ARTICLE XXIV - TAX DEFERRED SAVINGS PROGRAM 23
ARTICLE XXV - DURATION 23
APPENDIX I 26
EMPLOYEE LIST 26
APPENDIX II 27
DRUG AND ALCOHOL POLICY 27
APPENDIX III 39
K-9 MOU 39

INTRODUCTION

It is the general 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 Onalaska Police Department 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 Wisconsin Professional Police Association Law Enforcement Employee Relations Division for and on behalf of the Onalaska Professional Police Association, hereinafter referred to as the "Association".

1.2 The City recognizes the Association as the exclusive collective bargaining representative of all regular full-time and regular part-time law enforcement employees with the power of arrest, employed in the Police 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

2.2 The City shall not create/use permanent part-time employees to perform bargaining unit work.

ARTICLE III - ASSOCIATION ACTIVITIES

3.1 - **Association Activities**. No employee shall engage in any Association internal problems not directly concerned with Association and City relations with any other employee during work hours. 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 - **No Strike Agreement.** The Association agrees for itself and its members that there shall be no picketing, strikes, sympathetic strikes, organized work slowdowns or sitdowns for any reason whatsoever, and the City agrees that there shall be no lockout during the life of this Agreement, it being the mutual desire of both parties hereto to provide for uninterrupted and continuous service. Employees violating this section of this Article shall be subject to immediate discharge.

3.3 - **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.

3.4 - **Association Bargaining Committee.** Not more than one 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 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. The Field Training Officer (FTO) Program shall not exceed eighteen (18) weeks in duration, and the total probationary period shall not exceed one (1) year and eighteen (18) weeks.

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 Onalaska Professional Police Association is attached to this Agreement as Appendix I. This list is arranged by seniority and includes anniversary dates.

4.4 Tenure shall be by department and classification. All personnel shall be ranked in accordance with their actual date of employment with the exception provided by section 5.2.

4.5 Officers that have not completed their probationary period are covered by this contract, except

that such officers do not have recourse to the grievance procedure where it pertains to discipline. This covers the spectrum from reprimand to dismissal. Probationary employees do not possess a property right to their job.

ARTICLE V - FILLING VACANCIES

5.1 - **Posting of Vacancies.** Vacancies in the Onalaska Police 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 a 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 shift picks, layoffs, vacation picks and other seniority related benefits. He/she shall re-enter the unit at the bottom of the seniority list.

5.3 - **Annual Shift Bidding Procedure.** On an annual basis the Department will allow personnel to bid on the various shifts and patrols with selection being based on tenure, providing that the individual applicants possess the necessary qualifications, ability and suitability to perform the job function. The Chief or designee will consult with the Association President relative to any conflicts. This section shall not preclude the right of the Chief or designee to change shift assignments due to vacations, illness, emergencies and unforeseen circumstances whereby the service of the Department may be in jeopardy.

ARTICLE VI - LAYOFFS

6.1 - **Layoff and Recall.** Reductions of 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 fifteen (15) calendar days after the date of receipt of the certified letter or three (3) days after attempt to deliver, whichever is sooner, except for reason acceptable to the Chief or designee.

6.2 - **Voluntary Layoff.** If requested, voluntary layoff or voluntary furlough may be granted in accordance with tenure, providing that the efficiency of the department will not be hindered.

ARTICLE VII - HOLIDAYS

7.1 - **Paid Holidays**. Holiday compensation as provided herein shall be allowed for the

following holidays:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	December 24
Independence Day	Christmas Day
Labor Day	

7.2 - **Work on a Holiday**. All employees will receive pay for their Shift for all nine (9) designated holidays regardless of whether they work or not. Those employees who work on any of the six (6) holidays chosen by the method below as identified in sec. 7.2(a) herein, shall also be paid an additional time and one-half for all hours worked on their Shift.

7.2(a) The Association shall notify the employer by Nov. 1st of the previous year if any changes will be made to which six (6) holidays are designated as the Shifts they shall deem to be Shifts to be paid at one and half (1½) under section 7.2 for hours worked. Currently the holidays below are designated as the six (6) holidays being paid at one and a half (1½): New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day and Veteran's Day.

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

7.4 - **Use of Holiday Compensatory Time.** In as much as the aforementioned holiday compensatory time accrual is to be used to augment an employee's vacation, the procedures for using said compensatory time are described in Article VIII (Vacation) of this Agreement. Holidays, vacation and Personal Days cannot be carried over and must be used or they will be lost.

7.5 - **Day Trades**. Work shift trades shall be permitted if trades occur within 90 calendar days and the trade will not cause either trading employee to become eligible for overtime for the days or pay periods affected by the trade. Trades will only be allowed with prior Department Head approval.

7.6 **Personal Days**. Two (2) personal days – to be used at his/her discretion, one (1) Shift on January 1 and one (1) Shift on July 1 (Must be employed the day before and the day after to be eligible.) If employment ceases prior to a personal day(s), they will not receive said compensation.

ARTICLE VIII - VACATION

8.1- **Vacation**. Regular full-time employees of the City who have been hired by the City shall be granted a vacation prorated by the employee's date of hire of up to one (1) calendar week. A "week" of vacation is defined as five (5) working Shifts. After the accruing year for vacations, i.e. 1st, 4th, 8th, 15th, and 21st year, the employee must work through his/her anniversary date in order to be fully entitled to the additional week. The employee shall be entitled to schedule and utilize the additional

week of vacation within the anniversary year but prior to his/her actual anniversary date. However, in the event that the employee leaves the employ of the City prior to his/her anniversary date and has already taken the additional week of vacation, he/she shall be obligated to reimburse the City on a pro-rata basis for the number of Shifts 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 employ of the City prior to his/her anniversary date and has not taken the additional week 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 week of vacation to which he/she is entitled at the time of leaving employment. The length of the vacation that shall be granted is as follows:

8.1.1 A new employee who has been hired by the City shall be granted a prorated vacation of up to one (1) calendar week which shall be prorated as of the employee's date of hire.

8.1.2. A full-time employee who has been continuously employed by the City for a period of at least one (1) year, but less than four (4) years shall be granted a vacation of two (2) weeks.

8.1.3 A full-time employee who has been continuously employed by the City for a period of at least four (4) years but less than eight (8) years shall be granted a vacation of three (3) weeks.

8.1.4 A full-time employee who has been continuously employed by the City for a period of eight (8) years but less than fifteen (15) years shall be granted a vacation of four (4) weeks.

8.1.5 A full-time employee who has been continuously employed by the City for a period of fifteen (15) years but less than twenty-one (21) years shall be granted a vacation of five (5) weeks.

8.1.6 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 six (6) weeks.

8.2 In designating vacation time/holiday compensatory time, tenure will prevail in choices made during the two consecutive month period defined as November 1st through December 31st of each year; thereafter, the choice of vacation/holiday compensatory time will be on a first come, first serve basis at the discretion of the Police Chief. (Police Chief's or designee's discretion applies only to the granting or denying of requests based upon departmental staffing needs. The first come, first serve concept is mandatory and is not subject to the Chief's or designee's discretion.) Nothing herein shall preclude the authority of the Police Chief or designee in limiting the number of personnel on vacation in maintaining a satisfactory level of service. The Police Chief or designee shall post the "request for time off" schedule

sign-up notice no later than November 1 of each year for the following year's vacation schedule. A working group of officers and management will be established to discuss the next years' blackout dates.

8.2.1 In order to effectuate the above mentioned tenure based on first come, first serve based selections the Vacation and Holiday Compensatory Time, the following shall apply:

8.2.1.1 A Vacation and Holiday Compensatory Time sign-up notice shall be posted no later than November 1st.

8.2.1.2 During the period of November 1st through December 31st, employees may select Vacation and/or Holiday Compensatory Time, to be taken during the ensuing calendar year, on the basis of tenure, subject to the following conditions:

1. Vacation must be selected in minimum of one (1) Shift increments;
2. Employees shall first exercise bids for Vacation until they have selected all the Vacation they desire under the tenure based selection process. Once all employees have bid all of the Vacation that he/she desires then he/she may bid for Holiday Compensatory Time;
3. Holiday Compensatory Time selections may not bump established Vacation selections.

8.2.1.3 Vacations and/or Holiday Compensatory Time that the employee does not chose to select under the above described tenure based process shall be reserved for use by the employee, during the year, on a first come, first serve basis.

8.3 - **Procedure for Using Vacation Accrual for Sick Leave Purposes.** Any employee who has used his/her accumulated sick leave, but who may be entitled to vacation leave as herein provided, may upon request and with the approval of the Chief use said vacation time for sick leave. Any time absent from duty by an employee during the work year, except for sick leave, may be deducted from such vacation leave, subject to the approval of the Chief. Vacation leave for the purpose of this Section shall be governed by the last date of employment and shall be retroactive to such date. Vacation is not accumulative from one vacation period to the next.

8.4 - **Restricted Carry-Over of Vacation Benefits.** Employees completing their first year of employment must take vacation, which accrued on their first anniversary date, between said first anniversary date and the end of that calendar year. An employee whose first anniversary falls so as to render it impossible to take such vacation before the end of the calendar- year, or whose request to take such vacation is denied by management, shall be allowed to carry such vacation over into the next calendar year.

8.5 Subsequent to employee's first anniversary, on January 1 of each year, each employee shall be credited with vacation rights for the ensuring year in an amount equal to that which accrues to the

employee on his/her anniversary date during said ensuring year.

8.6 - **Vacation Period Defined**. The vacation period shall be by calendar year. During this time all vacation accrued must be taken. After 8.2.1.2 is completed vacation may be taken in increments of ½ Shift or full Shift as agreed upon between the employee and the Chief or designee where such arrangement would not be detrimental to the maintenance of service.

8.7 It is further provided that sick leave cannot be claimed for any illness that occurs during any employee's vacation time.

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

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. Sick leave with pay shall accumulate at the rate of one (1) shift per month of work until a total of nine hundred and sixty (960) hours have been accumulated. Upon satisfactory completion of one-year probationary period, the employee will be credited for sick leave retroactive to the day of employment.

9.2 - **Doctor's Certification**. Employees may be required to furnish a doctor's certificate after three (3) consecutive days, or more, of absence to substantiate the approval of sick leave. 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 license 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 Requests**. Any employee claiming sick leave shall complete a leave request as provided by the City of Onalaska on the scheduling/timesheet program. .

9.5 - **Sick Leave Benefit Policy**. Employees who are eligible to receive a retirement, disability retirement or death benefits under the Wisconsin Department of Employee Trust Fund - Wisconsin

Retirement System shall be paid fifty percent (50%) of the employee's accumulated sick leave as severance pay. Maximum number of accumulated sick leave days shall be nine hundred and sixty (960) hours. 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 additions to the regular hourly rate. In case of 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 percent (50%) of the employee's accumulated sick leave shall be credited to pay monthly premiums for continued coverage for the employee under the City's group health and dental insurance plan. Said credits will be applied monthly until exhausted. If the retiree dies, or death of the employee occurs, prior to expending 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 any time, 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.

9.6 - **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.

9.7 - Accumulated sick leave of three (3) consecutive Shifts may be used by an employee in the event of serious illness or emergency in the immediate family. Sick leave hours may be used for doctor/dental appointments and/or for the care of the employee, spouse, children or parents of the employees.

9.8 - **Sick leave in Excess of Maximum Accumulation**. Sick leave earned and unused in excess of nine hundred and sixty (960) hours may be accumulated in a secondary sick leave bank with no maximum limit. Such additional banked sick leave may be used for extended illness only, and shall not apply to retirement payout. Extended illness shall be defined as the portion of any absence due to illness which extends beyond ten (10) working Shifts. All sick leave shall be subject to administration by the Police Chief.

9.9 - **Illness or Injury Incurred While Working for Another Employer**. 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.

9.10 – **Light Duty Assignments** – Employees placed on light duty whether work related or non-work related shall be kept on a standard rotation either on a shift with a supervisor or during the day. No additional time will be accumulated while on light duty.

9.11 – **Funeral Leave for Immediate Family Member.** In the event of a death in the family; three (3) consecutive work Shifts 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.

9.12 - **Funeral Leave for Pallbearer Duty.** Any employee may use one-half (1/2) Shift of accumulated sick leave when said employee actually serves as pallbearer. Verification of the funeral may be requested by the Department Head in advance of the leave.

9.13 – **Sick Leave for Non-Immediate Family.** Employees may use one (1) Shift of sick leave as funeral leave for a person other than an immediate family member, as defined in Section 9.7, above. Such time shall be deducted from the employee's sick leave bank.

ARTICLE X - ACCIDENTS AND INJURIES

10.1 - **Worker's 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. In the event of an on the job injury, employees must as soon as possible report such injury in writing to their 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.

10.1.1 – Any employee incurring a bona fide work connected injury shall 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) Shifts, for monies equaling their weekly pay with a deduction of sick or other accrued leave. Any time lost under this Section must be substantiated by a doctor's certification.

10.2 - It shall be the responsibility of the employee in making accident reports to give complete details including all possible witnesses along with names and addresses thereof to assure proper reporting to the Industrial Commission and/or insurance carrier.

ARTICLE XI - GRIEVANCE PROCEDURE, ARBITRATION AND PROHIBITED PRACTICE

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 officer.

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(s) selected by the grievant(s) 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) work days of alleged violation, present his/her grievance to his/her immediate supervisor to attempt to reach a settlement. This can be presented orally and the supervisor may give his/her response orally within three (3) work 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) work days after commencement of a grievance under Step 1 above, the matter shall be reduced to writing and presented to the Chief or designee within ten (10) working days. The Chief or designee shall meet and confer with the grievant within ten (10) working days after receiving the written grievance. The Chief or designee shall respond, in writing, within ten (10) working 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) work days after receipt of the written decision of the Chief or designee in Step 2 above. The Finance and Personnel Committee shall meet and confer with grievant within fifteen (15) working days after receipt of the grievance. The Finance and Personnel Committee shall render a written decision within fifteen (15) working 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) working days after receipt of the Committee's decision, of an 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. Not less than 10 days prior to the commencement of any grievance arbitration hearing, the parties will meet and exchange a list of witnesses they reasonably intend to call at the arbitration hearing, and all exhibits they can reasonably

anticipate offering as evidence in that hearing. No witness or document may be admitted into evidence at the arbitration proceeding unless the party offering such evidence can show the arbitrator they could not, with reasonable diligence, have known the witness or evidence would be offered. 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.

11.3 – **Last Chance Agreement Language**. If such incident(s) occur during the last chance period, the employer reserves the right to terminate [employee name]. [Employee name] and the Association reserve the right to appeal the termination to arbitration per the Collective Bargaining Agreement and the Wisconsin Statutes, but in the event there is a hearing regarding such termination, the parties agree that the only issue will be "did [employee name] engage in activity in violation of the last chance requirements?"

11.4 **Prohibited Practice**. Prior to filing any prohibited practice complaint with the WERC, the Association agrees to give the City written notice of the substance of such Complaint at least 10 days prior to such filing, unless such prior notice requirement would cause the Association to be unable to satisfy the applicable Statute of Limitations for filing of such Complaint.

ARTICLE XII - RESIDENCY REQUIREMENT

12.1 There shall be no restriction requiring Police Department employees to live within the city limits of Onalaska.

ARTICLE XIII - INSURANCE

13.1 - **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 at 80% by the City and 20% by the employee through payroll deduction

13.2 - **Group Life Insurance**. All eligible employees wishing to participate in the group life insurance can do so the first of the month that is one (1) month 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.

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

13.4 - **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

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

ARTICLE XIV - RETIREMENT

14.1 The City agrees to pay in addition to the employer's contribution, the employee contribution to the Wisconsin Retirement Fund provided that a portion of the employee's contribution to the Wisconsin Retirement Fund shall not exceed 5% of reportable wages to such employee. The remainder of the employee's contribution to the Wisconsin Retirement Fund shall be paid by each employee through payroll deduction. 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.

ARTICLE XV - SEVERANCE

15.1 All employees shall give a two (2) week written notice to their Chief or designee 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 terminal vacation pay based on the number of shifts due, computed from their last anniversary date of employment to last full day 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 XVI - SEPARABILITY

16.1 Should any provision of this Agreement be found to be in conflict to any federal or State laws, said provision shall be renegotiated and all other provisions shall remain in full force and effect for the duration of this Agreement.

16.2 The City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement except for mandatory subjects of bargaining with the meaning of Wisconsin Statues 111.70.

ARTICLE XVII - WORK WEEK AND OVERTIME

17.1 - **Work Schedule.** (a) The standard shift ("Shift") for all officers hired prior to January 1, 2020, shall be eight (8) consecutive hours except that the standard Shift shall be 8.5 for: (1) any officer hired on or after January 1, 2020; (2) any officer who accepts a promotion to a new position after January 1, 2020; or (3) any officer who elect to receive the "Schedule Bonus" (as described in subsection 17.1(d) below). The City and the Association recognize that any officer assigned to a special assignment may have a different work shift during the special assignment. Overtime will begin to accrue pursuant to Section 17.2 when an officer has worked more consecutive hours than provided in such officer's standard Shift.

(b) Until the requirements of Section 17.1(c) are satisfied, the basic work week schedule shall consist of a cycle of five (5) days on and two (2) days off followed by five (5) days on and three (3) days off (5-2, 5-3) and then repeating the cycle. Officers may be assigned to special assignments causing them to work a schedule other than (5-2, 5-3). Changes to the schedule may be made with the approval of the Police Chief or designee and the individual officer.

(c) The City may change the basic work week schedule to a new schedule of up to 2080 hours per year per officer following the occurrence of: (1) ninety percent of the patrol officers employed by the City have a standard shift of 8.5 hours and (2) the City has received a proposal of recommended schedules from a committee consisting of three patrol officers, one sergeant, the Police Chief and either the Assistant Police Chief or other person designated by the Police Chief after such committee has commenced for no less than six (6) months. For the duration of this Agreement (January 1, 2020-December 31, 2022) and until the expiration of the agreement beginning January 1, 2023 the City agrees not to implement a schedule change to a twelve hour shift regardless of what the committee may recommend.

(d) Officers who are employees of the City prior to January 1, 2020, may make a one-time election to work an 8.5 hour shift and receive a Schedule Bonus of $5,000.00 payable during the first quarter of 2020 by providing written notice to the City on or before the close of business of November 6, 2019. An officer hired after November 6, 2019 but before January 1, 2020 may make a one-time election to work an 8.5 hour shift and receive a Schedule Bonus of $5,000 payable during the first quarter of 2020 by providing written notice to the City upon acceptance of employment with the City. An officer receiving a $5,000.00 schedule bonus shall have a standard shift of 8.5 hours commencing on January 1, 2020. Any officer with a standard shift of eight (8) hours may elect to receive a schedule bonus of $2,500.00 payable in the first quarter of 2021 by providing written notice to the City at any time prior to the close of business on June 30, 2020. Any officer electing to receive the $2,500.00 Schedule Bonus shall have a standard shift of 8.5 hours commencing January 1, 2021.

17.2 - **Overtime**. Authorized time worked in excess of a Shift or in excess of the hours worked during the employee's regular work week, including employer mandated meetings, shall be paid at the rate of time and one-half (1-1/2) of the employee's basic rate, inclusive of shift differential or other payments outside of the basic rate of pay. Hours paid for vacation and holidays shall be included in the calculation of hours worked for purposes of the calculating hours worked in a Shift or the hours worked during the employees regular work week. Hours paid for other Benefit Time (excluding vacation and holiday) shall not be included in the calculation of hours worked for the purposes of calculating hours worked in a Shift or the hours worked during the employees regular work week. For the purposes of this Agreement, Benefit Time shall be defined as paid time off for sick, compensatory time, or off eighteen (18) time. If an employee is forced to work in excess of aShift or in excess of the hours worked during the regular work week, the employee will be paid time and one-half (1-1/2) of the employee's basic rate, inclusive of shift differential or other payments outside of the basic rate of pay. An employee who is not working on the day overtime is needed because he/she is out, sick or taking compensatory time off will drop to the bottom of the seniority list for purpose of such overtime unless such employee informs the Chief of Police, or designee, that the employee is available for an unscheduled shift on such day.

17.2.1 - **Distribution of Overtime** - Procedure for the distribution of overtime for patrol shifts vacated with less than 24 hours of notice. Management reserves the right to adjust officers' schedules when there is more than 24 hours notice and nothing within this document waives that right of management. When management decides to fill a patrol shift that is vacated with less than 24 hours notice, it will use the following procedure.

Available overtime to cover patrol shifts vacated with less than 24 hours notice will be filled by first offering the time, in blocks up to ½ half Shift each, to each working shift adjacent to the vacant shifts. Overtime will first be offered to those who are assigned to patrol and already on duty to hold over as opposed to calling someone in early. Vacant hours will be offered out by seniority following the guidelines below:

To cover vacant hours on first Shift (around 6 am – 2 pm), second Shift (around 2 pm – 10 pm), or third Shift (around 10 pm – 6 am), adjacent shift's officer's will be requested to hold over and cover the first half of the Shift or the remaining half of the Shift accordingly.

The remaining time (if any) would be filled by utilizing a mass electronic call system that would call the most senior patrol officer first, to offer the available overtime to them and working the way down the seniority list until the available vacant overtime hours are covered. If available, messages should be left for every call to verify compliance with this procedure. If a senior officer calls in during the calling procedure and the vacant overtime hours have not been filled, the hours

should be offered to the senior officer that called in.

If the vacant hours have not been filled by the above procedure then management may order the least senior officer of each adjacent shift to cover the vacant hours. At no time (except in the case of an emergency) should this procedure allow or cause any officer to work more than a Shift and a half in a row. If the least senior officer would not have at least 6 hours off between times worked, he/she would not be required to work unless no one else is available.

Throughout this procedure, the officer must work all the available time up to the half Shift limit unless all other options have been exhausted. (He/she cannot elect to work only a portion of the available overtime.)

For situations that are not directly described in this section, management reserves its right to make necessary staffing decisions.

17.3 - **Straight-Time Compensatory Time Off.** Time worked in excess of the regularly scheduled duty hours for schooling in lieu of regular work schedule, department-wide and shift meetings, shall be compensated for by time off calculated at a straight time rate. In lieu of time off, the Chief or designee, in his/her sole discretion, may elect to pay straight time wages for such time.

17.4 - **Department Meetings**. Departmental meetings (that are less than department-wide meetings) shall be compensated at the rate of time and one-half (1-1/2) of the employee's basic rate of pay.

17.5 - **Straight time for Training**. Schooling in lieu of a regular work hours/schedule and/or re-certification training shall be compensated at time off at a straight time rate of pay.

17.6 - **Compensatory time**. Employees will be allowed the option to accrue a total of three Shifts of compensatory time in a calendar year, at the rate of time and one-half (1-1/2) hours for each hour of overtime worked. Only overtime hours may be used to accrue compensatory time. Once an employee accrues a total of three Shifts of compensatory time in a calendar year, any additional overtime will be paid out pursuant to the contract at one-half (1-1/2) times the annual hourly rate for all such overtime worked. In order to request the use of accrued compensatory time, a request must be received 72 hours prior to the requested time off. Further, the use of compensatory time will not be approved where it causes a staffing shortage and/or inadequate law enforcement coverage in the opinion of the Chief or designee. Employees who are unable to use their accrued compensatory time during the calendar year will be paid in the last pay period of December for all unused banked hours equivalent to FLSA requirements. Compensatory time must be taken in half Shift increments at a minimum. A date certain will be given to the Chief or designee in November by Human Resources when compensatory time can no longer be earned in the month of December. Any compensatory time accrued thereafter will be paid out as overtime.

17.7 - **Training designation.** The Chief of Police shall designate all training as "training for recertification," "mandatory training," or "voluntary training."

17.7.1 - **Training for recertification.** In the case of training for recertification (defined as the annual training required by the State of Wisconsin for members to remain certified as Police Officers, consisting of up to forty (40) hours to be concluded by the end of June), the Department may modify the starting times and days of the individuals attending that training, as well as the starting times and days for other law enforcement officers as necessary to accommodate that training for recertification.

17.7.2 - **Mandatory training.** In the case of mandatory training (other than the training required for recertification), the normally scheduled hours of work of the employee attending the training may not be modified, except by mutual agreement between the Chief and the Association.

17.7.3 - **Voluntary training.** In the case of voluntary training, the Department may modify the starting time and days of the affected member without incurring overtime.

17.8 - **Annual Shift Bidding Procedure.** On an annual basis the Department will allow personnel to bid on the various shifts and patrols with selection being based on tenure, providing that the individual applicants possess the necessary qualifications, ability and suitability to perform the job function. The Chief or designee will consult with the Association President relative to any conflicts. This section shall not preclude the right of the Chief or designee to change shift assignments due to requests for time off, illness, emergencies and unforeseen circumstances whereby the service of the Department may be in jeopardy. "Requests for time off" is defined as vacation, holiday, compensatory and off 18 time off.

ARTICLE XVIII - CALL-IN AND COURT APPEARANCES

18.1 - **Call-In.** A minimum of one (1) hour calculated at the rate of time and one-half (1-1/2) as defined in Section 2, Article XVII, is guaranteed an employee who is requested to and returns for duty at a time when he/she would not otherwise have to be on duty. The aforesaid call in provision does not apply where an employee is requested and reports for duty any time within two (2) hours immediately preceding his/her regular starting time for work or when he/she is requested and works later than his/her regular quitting time. Any employee called in may be required to work the full one (1) hour.

18.2 - **Court Time.** A minimum of two (2) hours calculated at the rate of time and one-half (1-1/2) as previously defined, is guaranteed 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 a witness fee therefore. 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. Any employee shall be compensated at his/her regular hourly rate of pay for time in excess of two (2) hours for court appearances on department business outside of La Crosse County.

18.3 - **Forty-eight (48) Hours Notice for Municipal Court.** Employees must be given at least forty-eight (48) hours notice that they must appear in Municipal Court and if not, the employee is entitled to a minimum of four (4) hours pay at the rate of one and one-half (1 ½) times the regular pay rate. If Municipal Court appearances by an employee is canceled, the employee shall be given forty-eight (48) hours notice, if at all possible, and if the Municipal Court Judge, Clerk of Courts or Attorney has notice, or the Police Department clerical staff has notice of Circuit Court cancellations, prior to the 48 hours before court time and the employee is not notified, the employee shall be entitled to four (4) hours of pay at one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE XIX - UNIFORMS

19.1 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.

19.2 Replacement of worn 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.

19.3 - **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 dollars ($125.00) with receipt. Proof of loss must be documented by a police report and notification to the employee's immediate supervisor. Payment shall be made in the next period following receipt of documentation by the City.

19.4 – 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.

ARTICLE XX – COMPENSATION PLAN

20.1 – **Longevity Pay.**

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

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

20.3 – **Wages**

Effective January 1, 2020 (2.25% Across the Board):						
		2.25%	74.9	1947.59	79.6	2069.31
	Hourly	Overtime	Pay Period	Annually	Pay Period	Annually
Starting Rate	$27.02	$40.53	$2,023.74	$52,617.34	$2,150.43	$55,911.26
After One Year	$28.44	$42.67	$2,130.52	$55,393.59	$2,263.90	$58,861.31
After Two Years	$29.30	$43.94	$2,194.24	$57,050.31	$2,331.61	$60,621.74
After Three Years	$30.17	$45.25	$2,259.69	$58,751.88	$2,401.15	$62,429.83
After Seven Years	$30.77	$46.16	$2,304.88	$59,926.92	$2,449.17	$63,678.43
After Ten Years	$31.08	$46.62	$2,327.93	$60,526.19	$2,473.66	$64,315.21
Investigator under one year (2.5% above top patrol)	$31.86	$47.79	$2,386.13	$62,039.34	$2,535.50	$65,923.09
Investigator after one year (5% above top patrol)	$32.63	$48.95	$2,444.33	$63,552.49	$2,597.35	$67,530.97
Note: Annual salary is calculated by multiplying hourly wage by 1947.59 or by 2069.31 and 26 pay periods						

Effective January 1, 2021 (2.25% Across the Board):						
		2.25%	74.9	1947.6	79.6	2069.31
	Hourly	Overtime	Pay Period	Annually	Pay Period	Annually
Starting Rate	$27.63	$41.44	$2,069.28	$53,801.23	$2,198.82	$57,169.26
After One Year	$29.08	$43.63	$2,178.46	$56,639.95	$2,314.83	$60,185.69
After Two Years	$29.95	$44.93	$2,243.61	$58,333.94	$2,384.07	$61,985.72
After Three Years	$30.85	$46.27	$2,310.53	$60,073.80	$2,455.17	$63,834.50
After Seven Years	$31.47	$47.20	$2,356.74	$61,275.27	$2,504.28	$65,111.19
After Ten Years	$31.78	$47.67	$2,380.31	$61,888.02	$2,529.32	$65,762.30
Investigator under one year (2.5% above top patrol)	$32.57	$48.86	$2,439.82	$63,435.23	$2,592.55	$67,406.36
Investigator after one year (5% above top patrol)	$33.37	$50.05	$2,499.32	$64,982.43	$2,655.79	$69,050.42
Note: Annual salary is calculated by multiplying hourly wage by 1947.59 or by 2069.31 and 26 pay periods						

Effective January 1, 2022 (2.25% Across the Board):						
		2.25%	74.9	1947.59	79.6	2069.31
	Hourly	Overtime	Pay Period	Annually	Pay Period	Annually
Starting Rate	$28.25	$42.37	$2,115.84	$55,011.76	$2,248.29	$58,455.57
After One Year	$29.74	$44.61	$2,227.47	$57,914.34	$2,366.92	$61,539.86
After Two Years	$30.63	$45.94	$2,294.09	$59,646.45	$2,437.71	$63,380.40
After Three Years	$31.54	$47.31	$2,362.52	$61,425.46	$2,510.41	$65,270.78
After Seven Years	$32.17	$48.26	$2,409.77	$62,653.97	$2,560.62	$66,576.19
After Ten Years	$32.49	$48.74	$2,433.87	$63,280.51	$2,586.23	$67,241.95
Investigator under one year (2.5% above top patrol)	$33.31	$49.96	$2,494.71	$64,862.52	$2,650.88	$68,923.00
Investigator after one year (5% above top patrol)	$34.12	$51.18	$2,555.56	$66,444.53	$2,715.54	$70,604.05
Note: Annual salary is calculated by multiplying hourly wage by 1947.59 or by 2069.31 and 26 pay periods						

20.4 - **Shift Differential**. An additional twenty-five cents ($0.25) per hour shall be paid to employees working between the hours of 2:00 PM and 6:00 AM.

20.5 - **Out of Classification Pay.** When assigned temporarily to duties commonly assigned or expected of a higher classification (i.e. Investigator) the rate of pay shall be two and one half (2-1/2) percent above the highest rate of the classification normally assigned. If the assignment goes over 10 days worked in any one (1) year period the employee shall be paid at the rate of the classification he/she is assigned retroactive to the first day assigned to that classification.

20.6 - **Field Training Officer Pay**. Field Training officers will receive one-half (1/2) hour overtime pay for every Shift of work while serving as a Field Training Officers.

20.7 – **Lateral Transfers**. The City, at its discretion, may hire and place new officers with experience in other departments in a comparable wage and vacation tier as part of a lateral transfer. The seniority date would be the hire date of the new officer.

20.7.1 A new officer with at least three (3) years of full-time officer experience at another agency may start at Step 2 (After two years) of the officer pay scale and receive up to two (2) weeks of vacation.

20.7.2 A new officer with at least five (5) years of full-time officer experience at another agency may start at Step 3 (After three years) of the officer pay scale and receive up to three (3) weeks of vacation.

ARTICLE XXI - DUES DEDUCTION

21.1The City agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues. .

21.2 The City shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the totally of such deductions, with a list of employees for whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.21.3 Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer and the Association and with the understanding that the deduction will cease as soon as reasonably practical after receipt of written notice of revocation.

21.4 No Employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either the

WPPA or Local Association Constitution or Bylaws. No employee shall be denied membership because of race, creed, color, sex, or other legally protected class status.

21.5 It is expressly understood and agreed that the Association will refund to the City any dues erroneously deducted by the employer and paid to the Association. The Association shall indemnify and hold the City harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the City, including costs of defense and attorney's fees, which may arise out of City's compliance with this Article. 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) work days after 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 XXII - JURY DUTY

22.1 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 Finance department, 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 XXIII - EQUIPMENT

23.1 Employees shall 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. This section shall not impede management from redefining what equipment shall be issued to officers of patrol cars. But when equipment is issued, all officers with similar needs should be similarly equipped within reason.

ARTICLE XXIV - TAX DEFERRED SAVINGS PROGRAM

24.1 The City of Onalaska will offer a tax deferred deduction savings program to all employees. Employees interested in this program should contact the Human Resource Department.

ARTICLE XXV – DURATION

25.1 - **Effective Date of Agreement.** All articles of this Agreement will be effective January 1, 2020 unless otherwise expressly stated herein.

25.2 - **Reopening Agreement.** If there is not notice given by either the City or the Association prior to August 1st to amend, add, or delete any item in this Agreement, then this Agreement shall be automatically renewed for another calendar year. If notice to amend, add, or delete any item in this

Agreement is made by either party prior to August 1st, a date for the first negotiating meeting shall be set by mutual agreement, so that said meeting will be held prior to September 1st. Every effort shall be made to complete negotiations prior to the October meeting of the Onalaska Common Council.

25.3 - **Term of Agreement.** This Agreement shall be binding and in full force and effect from January 1, 2020, to December 31, 2022, at midnight.

25.4 – **Entire Agreement**. This agreement constitutes the entire Agreement between the parties. Any outstanding amendment(s) or agreement(s) supplemental hereto shall not be binding upon either party either written or verbal unless executed in writing by the parties hereto as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on this 5th day of ~~December~~ November 2019.

City of Onalaska, Wisconsin

Joe J. Chilsen, Mayor

Caroline L. Burmaster, Clerk

Onalaska Professional Police Association Wisconsin Professional Police Association

Mike Backus, WPPA LEER

Richard Proctor

Travis Gordon

Chad Marcon

APPENDIX I
EMPLOYEE LIST

Name	Anniversary Date	Name	Anniversary Date
Peter Jakowski	04/29/85	Joel Flaten	1/9/12
Terry Lund	01/04/93	Travis Gordon	12/8/14
Barry Holm	07/25/94	Grant TeBeest	5/19/15
Shawn Robinson	11/08/95	Tyler Thilges	10/10/16
Chad Marcon	11/18/96	Trevor Carlson	10/11/16
Mike Moeller	12/01/97	Danielle Engen	8/15/17
Rich Elias	07/17/00	Colin Riley	4/10/18
Rick Proctor	01/08/01	Tyler Blair	3/21/19
R.L 11-04-19 ~~Matt Jahr~~	~~05/17/04~~	John Pudowski	5/21/19
Leah Myers	4/17/06	Michael Bottcher	8/29/19
R.L 11-04-19 ~~Shawn Colgan~~	~~6/25/08~~		
Justin Kingery	2/23/09		

APPENDIX II

DRUG AND ALCOHOL 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 DHHS certified 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.

APPENDIX III

CITY OF ONALASKA K-9 UNIT AGREEMENT

This agreement is among the Onalaska Police Department. the City of Onalaska and the Onalaska Professional Police Association for the purpose of establishing guidelines to govern the K-9 Unit for the Onalaska Police Department.

Definition of terms: The following terms shall have the meaning ascribed as follows:

A. Onalaska Police Department or Department: The police department for the City of Onalaska Police Department

B. City of Onalaska: The official entity that is the governing municipality of the City of Onalaska. hereafter to be referred to as the City

C. Onalaska Professional Police Association or OPPA: The union that represents the Onalaska Police Department Patrol Officers

D. Administration: The Chief of Police for the Onalaska Police Department or his/her designee.

E. Handler: Officer assigned as the Onalaska Police Department K-9 officer. This assignment carries a rank of Patrol Officer.

The City of Onalaska and the OPPA agree to the following items if a K-9 unit is established in the City of Onalaska.

Background: The Onalaska Police has an existing K-9 unit. The Handler for the K-9 will be chosen via competitive process from among applicants within the Onalaska Police Department. The Handler will train with the K-9 and the K-9 will primarily reside at the residence of the officer chosen as Handler.

Program: The Handler will work a unique shift which will be set monthly to meet the needs of the Department. the City and any mutual aid requirements that are programmed. The K-9 shift will be considered a special assignment according to 17.1 of the CBA to allow for maximum utilization of the K-9. The nature of the K-9 assignment necessitates flexibility on the part of the Handler and Administration. The Handler's monthly schedule will be set by Administration one week prior to the beginning of each month. The Handler's monthly schedule may be subject to change as need dictates. Shift changes for the K-9 Handler will be governed by the language in the Union Contract between the City and OPPA.

Compensation: The Handler shall be compensated for the time spent in the care. feeding. grooming. and other needs of the dog and equipment. The Handler will receive ½ hour off of each day working to care for the dog and equipment. If benefit time is used. then 8 hours of benefit time will be deducted from the appropriate leave bank rather than 8.5 hours of leave time. Compensation shall be paid at the Handlers rate of pay for ½ hour of regular pay or overtime pay consistent with language outlined in 17.2 of the CBA for the time spent caring for the dog and equipment. Any benefit time that is left after utilizing half or whole shifts shall be allowed to be utilized in the full increment remaining (i.e. if 1.5 hour remains the Handler must use 1.5 hours) provided that minimum staffing requirements are met.

Overtime: There will be times when the K-9 unit will be required in circumstances that require the utilization of overtime. Overtime for the K-9 unit will be at the discretion of Administration or the

supervisor on duty at the time the need arises. The Handler would remain eligible for other overtime, (as is every officer) as long as the said overtime does not interfere with duties involving the K-9.

Kenneling Services: The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off of one (1) week or more will be born by the City. Kenneling services necessitated by any time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor/individual who will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The one half hour of compensation awarded for the care and maintenance of the canine shall not apply when the dog is being kenneled at the City's expense.

Training: Training for the K-9 will normally be accomplished during the duty day. If the Handler wishes to train with other jurisdictions the Handler may request that his or her schedule be adjusted to allow for the additional training. Initial training for the K-9 Handler entails approximately 5 weeks out of state. During the initial training the Handler will work the schedule required by the training activity. Compensatory time for travel will be governed by the language in the Union contract between the City and the OPPA.

Vehicle: The vehicle used by the Handler will be specially equipped to transport the K-9. This squad will be considered a take home vehicle for the Handler as the Handler will be transporting the K-9 between his or her residence and the Police Department. The Handler will be responsible for the cleanliness of the vehicle and will assure that the vehicle is taken to the City Shop for required routine maintenance, (oil changes etc.). Any vehicle repairs needed will be accomplished via a Vehicle Maintenance form forwarded to Administration for action.

Housing: A kennel will be constructed and maintained at the primary residence of the Handler for housing of the K-9. All costs of construction for the kennel and maintenance of the dog including food, vet bills and formal training will be borne by the Onalaska Police Department.

It is anticipated that any veterinary needs will be accomplished during the normal working day. If an emergency arises that necessitates an unscheduled veterinary visit outside of the normal duty day, it will be treated as overtime. Emergencies involving the K-9 will be treated as all emergencies and as such situational in nature. In other words, emergencies involving the authorization of overtime will be handled on a case by case basis.

Injured in the Line of Duty: If the K-9 is injured in the line of duty and becomes incapacitated and no longer able to perform K-9 duties the Handler will have the option of keeping the K-9. If the Handler elects to keep the dog, it will become the personal property of the Handler. Once this occurs, all maintenance, care, feeding, and veterinary expenses become the sole responsibility of the Handler (outside of the costs from the initial on the job injury until end of healing plateau has occurred).

Duration: The officer chosen as Handler will agree, as a condition of this assignment, to remain on this Special K-9 Shift for the duration of the K-9's work life with the Department. This covers a period of between 5 to 7 years. This will assure that the officer chosen as Handler will remain on this flexible shift as previously specified above, assuring maximum utilization of the K-9. This MOU will carry over as an addendum to any future contract between the City of Onalaska and OPPA entered into during the K-9 program.

The Handler enters the K-9 program with the understanding that the Handler will continue with this assignment for the work life of the dog. If the Handler opts out of the program for reasons not related to injury or inability to physically perform the duties of Handler, then the Handler will reimburse to the City

a pro-rated share of the training costs. Since the work life of a K-9 dog is variable (generally between 5 to 7 years), for the purposes of this Agreement a work life of 5 years is stipulated. Training costs are estimated at $5,000.00. A Handler opting out of the program would be assessed a pro-rata portion of the training cost (i.e. opting out after two years would carry a repayment of 60% of the cost to train a replacement) except in cases where the Chief and the Handler deem it reasonable for the Handler to opt out of the program. If there is a disagreement by the Chief and Handler as to reasonableness, a review board will be held to determine if it is reasonable for the Handler to opt out of the program and not be assessed fees. The review board will be comprised of three people:

1. An employee as selected by the union.
2. An employee as selected by the Chief.
3. An independent citizen as agreed upon by both parties.

The outcome from the review board will be final (not subject to arbitration) and given to both the Handler and the Chief in writing.

After Useful Working Life: Once the dog has exhausted its useful working life the Handler will have the option of keeping the K-9. If the Handler elects to keep the dog, it will become the personal property of the Handler. Once this occurs, all maintenance, care, feeding, and veterinary expenses become the sole responsibility of the Handler. The kennel that is constructed on the Handler's property will at this time also become the property of the Handler.

This Agreement will remain in effect for the duration of the Handler's assignment and will be administered in conjunction with the Onalaska Police Department K-9 Policy.

CITY OF ONALASKA

Kimberly A. Smith, Mayor

Caroline L. Burmaster, Clerk

ONALASKA PROFESSIONAL POLICE ASSOCIATION, WISCONSIN PROFESSIONAL POLICE ASSOCIATION

Mike Backus, WPPA LEER

Richard Proctor

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ONALSKA
AND
THE ONALASKA PROFFESSIONAL POLICE ASSOCIATION

The City of Onalaska and the Onalaska Professional Police Association agree to the following understanding concerning amendments to Article IX Section 9.10- (Light Duty Assignments) of the current collective bargaining agreement:

1. Section 9.10 of the current 2020-2022 Collective Bargaining Agreement shall be replaced with the following language.

9.10 – Light Duty Assignments – Employees placed on light duty whether work related or non-work related shall be scheduled from Monday-Friday any time between the hours of 8 a.m.- 5p.m. mirroring the number of hours they would be regularly scheduled for that pay period. No additional time will be accumulated while on light duty.

2. The parties agree that this agreement will be effective upon execution and shall remain in effect through the remainder of the current bargaining agreement at which time upon mutual agreement shall become a permanent part of the collective bargaining agreement.

Dated: February 26, 2020.

Mayor, City of Onalaska

City Clerk, City of Onalaska

Mike Backus WPPA Business Agent