

Agreement between the  
**CITY OF ONALASKA**  
and the



ONALASKA SUPERVISORS POLICE ASSOCIATION  
WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
SUPERVISORY OFFICERS RELATIONS DIVISION

2013 - 2014

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## 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 Supervisor Officers Relations Division for and on behalf of the Onalaska Supervisors Police Association, hereinafter referred to as the "Association".

1.2 The City recognizes the Association as the exclusive collective bargaining representative of all Sergeants with the power of arrest, employed in the Police Department of the City of Onalaska, but excluding, 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, or sit-downs 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.

4.2 (This section applies to new employees) 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 Wisconsin Professional Police Association SORD 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 of section 5.2.

4.5 Sergeants that have not completed their probationary period are covered by this contract, except that such sergeants 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 above sergeant 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 SORD bargaining group he/she shall be allowed to do so, 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 in the classification of Sergeant, 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:

- a. New Year's Day
- b. Good Friday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veteran's Day
- g. Thanksgiving Day
- h. December 24
- i. Christmas Day
- j. Two (2) Personal Holidays: January 1 – 1 day, July 1 – 1 day (Must be employed day before to be eligible. If employment ceases prior to a holiday(s), they will not receive said compensation.)

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

7.3 Payout of Unused Holidays. Such holiday compensatory time, if not used or approved to be used when the first pay period in December is calculated, shall be paid the first pay period in December.

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.

## ARTICLE VIII - VACATION

8.1 Vacation. Regular full-time employees of the City who have been continuously employed by the City for a period of one (1) year or more, shall be granted a vacation with pay. A "week" of

vacation is defined as five (5) working days. After the accruing year for vacations, i.e. 1st, 2nd, 8th, 15th, and 21st year, the employee must work through his/her anniversary date in order to be fully entitled to the additional 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 days of vacation to which he/she was not entitled by virtue of his/her leaving prior to the anniversary date. Similarly, in the event the employee leaves the 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 full-time employee who has been continuously employed by the City for a period of at least one (1) year, but less than two (2) years shall be granted a vacation of one (1) week.

8.1.2 A full-time employee who has been continuously employed by the City for a period of at least two (2) years but less than eight (8) 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 eight (8) years but less than thirteen (13) 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 thirteen (13) years but less than nineteen (19) 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 nineteen (19) years but less than twenty-five (25) 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-five (25) years or more shall be granted a vacation of six (6) weeks.

8.2 In designating vacation time/holiday compensatory time, tenure in the classification as Sergeant will prevail in choices made during the two consecutive month period defined as December

1st through January 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 or designee. (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 vacation schedule sign-up notice no later than December 1 of each year for the following year's vacation schedule.

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

8.2.1.1 Vacation and Holiday Compensatory Time sign-up notice shall be posted no later than December 1<sup>st</sup>.

8.2.1.2 During the period of December 1<sup>st</sup> through January 31<sup>st</sup>, 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) day increments;
2. Holiday Compensatory Time may be selected without limitation on the size of the block selected.
3. 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, he/she may bid Holiday Compensatory Time;
4. Holiday Compensatory Time selections may not bump established Vacation selections.

8.2.1.3 Vacations and/or Holiday Compensation 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 ensuing year in an amount equal to that which accrues to the employee on his/her anniversary date during said ensuing 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 four (4) hours or more as may be agreed upon by 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 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 forty (40) hours will be denied and the employer/employee relationship will be terminated if unpaid leave exceeds forty (40) hours during the first full calendar year of 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) day per month of work until a total of one-hundred twenty (120) days 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, at the employer's expense. A physical examination may be required by a physician before return to work, at the employer's expense. Only basic work days shall be paid and charged against sick leave.

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 Leave Request Form. Any employee claiming sick leave shall complete a leave request on the forms as provided by the City of Onalaska. Said form being known as the Leave Request Form. Such forms will be available at the office of the Police Department.

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 one hundred twenty (120). 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 anytime, nor does the City incur any liability to maintain any particular benefit level. All deductibles set out in any City group health insurance covering an employee shall be the responsibility of the retiring employee or

surviving spouse.

9.6 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 days 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 one hundred twenty (120) working days may be accumulated in a secondary bank with unlimited accumulation. 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 days. All sick leave shall be subject to administration by the Police Chief or designee.

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 In the event of a death in the family, three (3) consecutive work days will be provided for:

1. 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.

9.11 Funeral Leave for Pallbearer Duty. Any employee may use one-half (½) day 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.

## 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.

10.2 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.

10.3 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) days, 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.

#### ARTICLE XI - GRIEVANCE PROCEDURE AND ARBITRATION

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

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

both parties.

## ARTICLE XII - RESIDENCY REQUIREMENT

12.1 There shall be no restriction requiring Sergeants 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 whereby the City shall pay up to one hundred seventy-five dollars (\$175.00) of the monthly premium (single or family). Furthermore, the City agrees to pay eighty per cent (80%) of any premium cost in excess of the one hundred seventy-five dollars (\$175.00). The remaining twenty percent (20%) of any such monthly excess shall be paid by the employee through payroll deduction.

All eligible employees under this agreement shall be covered under the State of Wisconsin Employees Health Plans. The maximum Employer contribution is 105% of the lowest-cost qualified alternate plan in La Crosse county, but shall not exceed cost of the Standard Plan, whichever is less. If the State of Wisconsin Employers Health Plan is not adopted by the City, or if it should cease to exist as described, then the health insurance provisions of the first paragraph of this section shall apply.

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 six (6) months after date of Wisconsin Retirement System participation and it is agreed that the City shall pay the premium for administration costs or the actual administration costs, whichever is less.

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

13.4 Change of Carrier. The City reserves the right, from time to time, to change carriers and/or self-fund its' health and/or dental insurance(s); provided however, if the City exercises this right, levels of coverage, including applicable deductibles, shall be maintained at a level which is at least equal to the levels of coverage in existence at the time of the change or self-funding.

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

13.5.1 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.

#### 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 days 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 Statutes 111.70.

#### ARTICLE XVII - WORK WEEK AND OVERTIME

17.1 Work Schedule. 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. Those employees assigned to special assignments causing them to work a schedule other than a (5-2)(5-3) shall be re-scheduled by the Police Department with one hundred twenty-two (122) days off annually. Changes to the schedule can be made with the approval of Police

Chief or designee and the Individual Association Member.

17.2 Overtime. Except as hereinafter provided, authorized time worked in excess of the regular work week or work day in duty hours 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.

17.3 Straight time for Training. Schooling in lieu of a regular work hours/schedule and/or recertification training shall be compensated at time off at a straight time rate or pay.

17.4 Compensatory Time – All overtime may be 'banked' to the employee's credit at the rate of one and one-half (1-1/2) hours for each hour of overtime worked until a maximum of forty (40) hours has been banked. All overtime worked in excess of the banked forty (40) hours shall be paid for in cash, included with the employee's normal paycheck, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Any compensatory time not used before the last pay period in December of each year shall be paid to the employee. Any compensatory time accrued thereafter will be paid out as overtime.

#### 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 LaCrosse County Circuit Court or any other Court outside of LaCrosse 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 LaCrosse 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.

#### ARTICLE XX COMPENSATION PLAN

20. 1 Longevity Pay.

<u>Percentage</u>	<u>After</u>
1%	five (5) years
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 To determine the base rate of Sergeant, the City will use the third year scale of Patrol Officer, including a five percent (5%) longevity increase plus a five percent (5%) spread. After one year of employment as a Sergeant, the base rate will increase by \$500 per year. After two (2) years of employment as a Sergeant, the base rate will increase by an additional \$500 per year.

20.4 Shift Differential. An additional twenty-five cents (\$0.25) per hour shall be paid to employees working second or third shift.

20.5 On-Call. Sergeant's required to be available for on-call status during week-ends will be compensated at the rate of \$100/weekend.

20.6 Individual Sergeant's longevity will be paid based on Appendix I.

#### ARTICLE XXI - FAIR SHARE

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

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

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

21.4 The Association will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of said fair share deduction. The Association further agrees to refund to the City any amounts paid in error on account of the Fair Share deduction. It shall be the responsibility of the Association to collect any back fees, such as

might occur when an employee has no earnings in the period when deductions are normally made. Remittance will be made to the Association treasurer or designee of the Association within five (5) workdays 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 City Clerk, excluding any payment received as mileage. An employee shall perform his/her regular duties at any time during which the employee's service is not required as a juror.

#### ARTICLE XXIII - EQUIPMENT

23.1 Sergeants shall report any unsafe, defective, or lost equipment that may impede the carrying out of assigned duties and responsibilities to Administrative 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 Sergeants of patrol cars. But when equipment is issued, all Sergeants 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, 2013.

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 City Council.

25.3 Term of Agreement. This Agreement shall be binding and in full force and effective

from January 1, 2013 to December 31, 2014, at midnight. The parties agree that regardless of whoever prepares the final draft of the agreement, the preparer will provide the other party both a written and electronic copy in the original version used, such as Word or WordPerfect not just in Adobe Acrobat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, at Onalaska, Wisconsin.

City of Onalaska, Wisconsin

Onalaska Professional Police Association  
Wisconsin Professional Police Association  
Supervisory Officers Relations Division

\_\_\_\_\_  
Mayor Joel J. Chilsen

\_\_\_\_\_  
Michael Peterson, WPPA LEER

\_\_\_\_\_  
Caroline L. Burmaster, Clerk

\_\_\_\_\_  
Knute Aasen

\_\_\_\_\_  
Timothy Berg

\_\_\_\_\_  
Keith Roh

\_\_\_\_\_  
Jasson Jobe

APPENDIX I - EMPLOYEE LIST

<u>Name</u>	<u>Hire Date</u>	<u>Promotion Date</u>
Knute Aasen	06/25/1984	03/01/1994
Keith Roh	01/19/1990	01/01/1998
Timothy Berg	01/12/1998	03/02/2003
Jasson Jobe	09/28/1998	01/02/2012

## APPENDIX II - DRUG AND ALCOHOL TESTING POLICY

### Statement of Policy

It is the policy of the City of Onalaska to maintain a drug and alcohol free workplace for all its employees. Drug and alcohol use both on and off the job can have a significant impact on an employee's job performance and can threaten an employee's own personal well-being and safety as well as the safety of other City employees and the public. Employees are expected to report to work free from any substances that could inhibit their ability to perform their duties. Failure to comply with this policy will lead to disciplinary action, up to and including discharge.

### Purpose

The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by all City employees including drivers of commercial motor vehicles. This policy is intended to be consistent with and in compliance with the U.S. Department of Transportation Federal Highway Administration drug and alcohol testing rules, regulations and procedures contained in Title 49 C.F.R. and the Drug Free Workplace Act of 1988.

### 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 the City (your immediate supervisor or Human Resources) of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

### 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. For more details on this program, contact Human Resources or the Employee Assistance Program at 775-4780.

### 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 shall be required to submit to three tests without prior notice:

- Two (2) tests to occur within six (6) months of the employee's return to employment.
- One (1) test to occur within 6 – 12 months after the employee's return to employment.

A positive test result or a refusal to submit to testing will subject the employee to discharge.

### Prohibited Conduct for Commercial Motor Vehicle Operators

Pursuant to Federal regulations (49 C.F.R. Parts 40 and 38) of the Omnibus Transportation Testing Act of 1991, all employees who operate a commercial motor vehicle on a full time, casual, intermittent or occasional basis are prohibited from engaging in the following conduct:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
2. Being on duty or operating a commercial motor vehicle while possessing alcohol, or using alcohol while performing safety-sensitive functions. NOTE: Federal Regulations include non-prescription and prescription medications containing alcohol in the substances banned from use or possession in the workplace. Therefore, employees should not report for duty while using or possessing prescription medication if such medication contains any measurable amount of alcohol.
3. Performing safety-sensitive functions within four (4) hours after using alcohol;
4. Using alcohol within eight (8) hours following an accident, if the employee was required to be tested, unless an earlier test results in a reading of less than 0.02;
5. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when using any controlled substance, unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle;
6. Reporting for duty, remaining on duty, or performing a safety-sensitive function if the employee tests positive for controlled substances; or
7. Refusing to submit to any alcohol or drug testing required by this Policy.

NOTE: A "safety-sensitive function" means any of the following on-duty functions:

- A. All time waiting to be dispatched;
- B. All time inspecting, servicing or conditioning any commercial motor vehicle;
- C. All driving time, (all time spent at the driving controls of a commercial motor vehicle in operation);
- D. All time, other than driving time, in or upon any commercial motor vehicle;
- E. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- F. All time spent making reports and other activities at an accident scene in which the driver was involved; and
- G. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### Prohibited Conduct for All City Employees

In conjunction with this policy, the City of Onalaska prohibits all employees from engaging in the following conduct:

- A. Reporting for duty or remaining on duty while under the influence of alcohol or a controlled substance.
- B. Deliberately misusing this policy in regard to subordinates; and
- C. Providing false information in connection with a test, or falsifying test results through tampering, contamination, dilution, adulteration or substitution.

### Drug and Alcohol Testing

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.

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 who has been trained in accordance with this policy and D.O.T. requirements 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 a specific, contemporaneous observation 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.

Once the employee has been removed from the job site, the supervisor is to contact their department head and Human Resources. If contact cannot be made at that time, the supervisor 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 makes such reasonable suspicion determination, the supervisor or department head will 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 makes such

reasonable suspicion determination, or if the drug test is not conducted with twenty-four (24) hours after such determination, the supervisor or department head will complete a report explaining the reasons for the delay.

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 may, but is neither required nor encouraged to drive the employee home under this policy. It is suggested that the supervisor stay with employee until transportation arrives. The supervisor shall document whether he/she stayed with the employee, whether the supervisor 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 Human Resources. When the results are obtained, the employee's supervisor and/or department head will meet with Human Resources 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 Human Resources outlining, in detail, what happened and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report must be done within 24 hours of the testing.

**Post Accident Testing** – As soon as practicable following an accident involving a City of Onalaska commercial motor vehicle, the employee driver must submit to an alcohol and controlled substance test in the following situations:

- the accident involved personal injury or the loss of human life; or
- the accident involves damage to property; or
- the employee receives a citation under state or local law for a moving traffic violation arising from an accident.

The alcohol breath test must be administered as soon as possible, but no later than eight (8) hours following the accident, and the drug test must be administered within thirty-two (32) hours of the accident. If the alcohol test is not administered within two (2) hours of the accident, the supervisor or department head will complete a report explaining the reasons for the delay in conducting the test. If the alcohol test is not administered within eight (8) hours of the accident or if the drug test is not administered within thirty-two (32) hours of the accident, the supervisor or department head will complete a report explaining why the test was not conducted.

An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City of Onalaska to have refused to submit to testing.

**Return-to-Duty/Follow-up Testing** – The City of Onalaska will ensure that before an employee returns to duty requiring the performance of safety-sensitive job function after engaging in conduct prohibited by Federal Regulations as noted above, 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 Employee Assistance Program (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 conduct 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.

Testing will be conducted in the following situations for all employees who operate a commercial motor vehicle on a full time, casual, intermittent or occasional basis and anyone applying for a job driving a commercial motor vehicle:

**Random testing** – Random alcohol and drug testing will be conducted just before, during, or just after an employee’s performance of safety sensitive duties. The employee will be randomly selected for testing from a “pool” of employees subject to testing. The testing dates and times are unannounced and will occur with unpredictable frequency throughout the year.

The minimum annual percentage rate for random alcohol testing shall be 25 percent and the minimum annual percentage rate for random drug testing shall be 50 percent of the average number of employees in safety-sensitive and the Federal positions. The City reserves the right to either increase or decrease the minimum annual percentage rate for random alcohol and drug testing based upon the reported violation rate for the entire industry as determined by the Federal Highway Administration Regulations.

The selection of employees for random testing shall be administered by a certified clinic/lab using a scientifically valid method. This method will be a random number table of a computer-based random number generator that is matched with employee’s social security numbers. Under this selection process, each employee will have an equal chance of being tested each time selections are made. As a result, some employees may be tested more than once each year, while other employees may not be tested at all.

In the event an employee tests positive for either alcohol or controlled substances, the employee will be subject to disciplinary action up to and including discharge.

#### Drug and Alcohol Testing Procedures

The City of Onalaska will use a drug and alcohol collection site that meets the standards established in 49CFR Part 40 and a laboratory that is certified by the U.S. Department of Health

and Human Services. 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 its implementing regulations.

1. Alcohol Testing - Employees will be required to submit to breath testing using an approved evidential breath testing (EBT) device. 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 Highway administration regulations implementing drug and alcohol testing under the federal law. These procedures are binding and are subject to change in the event the FHWA 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.
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 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.
6. 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 initial test. During the period the employee must not eat, drink, belch, or put any object or substance into his/her mouth.
7. Refusal by an employee to complete and sign the test form, to provide breath, to provide an adequate amount of breath, or other failure to cooperate with the testing process in a way that prevents the completion of the test will subject the employee to discipline, up to and including termination.
8. 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.

- b. Blood Alcohol Testing – Blood alcohol testing is authorized only in the following circumstances:
1. When policy rules require a post-accident or 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.
  3. 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.
  4. Pending receipt of the result of the analysis of the split specimen, the employee shall not perform safety-sensitive functions, unless the employee has met conditions set forth in this policy for a return to safety-sensitive functions following a test result of 0.04 percent or greater.
  5. 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:

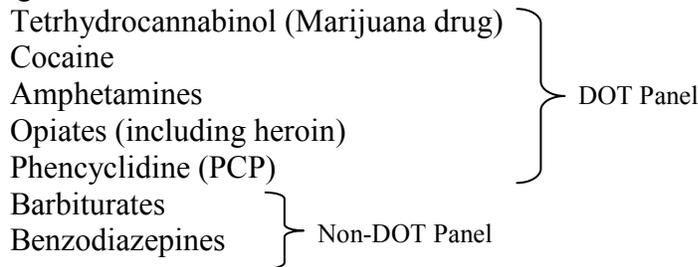
1. Remove the employee from the safety-sensitive position;
2. Before returning the employee to employment:
  - a. refer the employee to the City of Onalaska's EAP for assessment of an alcohol problem and a determination of whether participation in a treatment program is necessary;
  - b. obtain verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program and;
  - c. re-test to verify that the employee's alcohol concentration is below 0.02.
3. The employee will subsequently be given at least six (6) random tests during the next year with the possibility of follow-up testing for up to 60 months.

If the confirmation test level is between 0.02 and 0.39 percent, the employee will be removed from the safety-sensitive assignment 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.

4. 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:



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). 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 re-tested 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.

- d. Preparation for Drug Testing – The following procedures summarize the procedures established by the Federal Highway Administration 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 FHWA 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 employee will be required to provide positive identification (i.e. photo I.D. or employer identification).
  2. 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.
  3. If an employee is still unable to provide at least 45 ml, they will be instructed to drink not more than 24 ounces of fluids during a period of up to two (2) hours. A fresh collection container will be used to collect the new sample.

4. 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.
5. Once the sample is collected, the collection site personnel shall divide the sample into a primary specimen (30ml) and a split specimen (15ml).
6. If the test result of the primary specimen is positive, the employee may request within 72 hours of receiving the positive test result that the Medical Review Officer (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.
7. An employee will be removed from the safety-sensitive position pending the result of the test of the split specimen.
8. 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.
9. 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.
10. 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.

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.

5. Results of a Positive Test - Any employee who tests positive for controlled substances 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 the safety-sensitive position. This removal will only take place after the employee has been allowed to meet or speak with a Medical Review Officer (MRO) in order to determine that the positive drug test did not result from the authorized use of a controlled substance;
2. Refer the employee to the City of Onalaska's EAP for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug problem has been made;
3. 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;

4. 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.
5. For purposes of determining drug test results, a diluted test result shall be considered a positive test result.

### 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 judgement 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 safety-sensitive function 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 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.

### 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 an 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.

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