

2010-2011

*AGREEMENT
BETWEEN THE*

CITY OF LA CROSSE



AND THE

*LA CROSSE PROFESSIONAL
POLICE NON-SUPER VISORS
ASSOCIATION*

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE NUMBER</u>
	Preamble	3
I	Recognition	3
II	Non-Discrimination	3
III	Grievance Procedure	4
IV	Medical Benefit Plan	5
V	Life Insurance	13
VI	Income Continuation Insurance	14
VII	Sick Leave	14
VIII	Funeral Leave	15
IX	Wage and Salary Schedule	16
X	Education Incentive	18
XI	Worker's Compensation	19
XII	Pensions - WRS	19
XIII	Clothing Allowance	20
XIV	Overtime	20
XV	Call Back and Minimum Court Pay	21
XVI	Holidays	22
XVII	Work Week	23
XVIII	Shift Assignments	23
XIX	Vacation	24
XX	Training	24
XXI	Management Rights	25
XXII	Probationary Period	25
XXIII	Vacancies Within the Department	25
XXIV	Jury Duty	26
XXV	Exchange of Shifts and Days Off	26
XXVI	Residency	26
XXVII	Fair Share	27
XXVIII	Amendment Provision	28
XXIX	Savings Clause	28
XXX	Entire Agreement	28
XXXI	Temporary Assignments	28
XXXII	Assignment to Investigator	28
XXXIII	Family and Medical Leave	30
XXXIV	Duration	31
	Schedule of Benefits – City of La Crosse Medical Benefit Plan	32
	2010 Wages - Schedule A	42
	2011, January 1 Wages – Schedule B	44
	2011, July 1 Wages – Schedule C	46
	Memorandums of Understanding	48
	#1 Extra Work Assignments	48
	#2 Court Uniforms	48
	#3 Bullet-Proof Vests	48
	#4 Weapons	49
	#5 Beards	49
	#6 Off-Duty Weapons	49
	#7 Drug Testing	50
	#8 Voluntary Dental	55
	#9 Medical Benefit Plan/Exceptions to Continuous	55
	#10 K-9 Program	56
	#11 Field Training Officer Program	59
	# 12 MEG Vehicles	60
	# 13 Definition of Voluntary Overtime	61

PREAMBLE

This agreement entered into by and between the City of La Crosse, through its City Bargaining Committee, the Finance and Personnel Committee, acting pursuant to a resolution of the City Council of the City of La Crosse, authorizing them to enter into this agreement. The City of La Crosse hereinafter shall be referred to as the "City" and the La Crosse Professional Police Officer's Association hereinafter shall be referred to as the "Association."

WHEREAS, it is the mutual intent of the parties that the La Crosse Police Department be operated under conditions that promote efficiency, safety, cleanliness, proper care of equipment and property, and

WHEREAS, it is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours and other terms and conditions of employment, and

WHEREAS, there shall be no individual arrangement contrary to the terms herein provided, and

WHEREAS, either party hereto shall be entitled to require a specific performance of the provisions of this Agreement, and

WHEREAS, it is understood that the City and the employees covered by this agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

NOW, THEREFORE, the parties have reached this agreement.

ARTICLE I - RECOGNITION

The City recognizes the Association as the exclusive bargaining agent with respect to wages, hours and conditions of employment for all regular full time sworn police officers excluding sergeants, lieutenants, captains, Assistant Police Chief and the Chief of Police.

ARTICLE II - NON-DISCRIMINATION

The Association and the City agree that there shall be no discrimination by the City or the Association against any employee covered by this agreement because of race, color, religion, national origin, sex, or membership in the Association.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition. A grievance is defined as a matter involving the interpretation, applications or enforcement of this contract. It is mutually agreed that grievances shall be resolved as expeditiously as possible.

B. Time Limits. All grievances shall be initiated within twenty (20) days of the incident or when the employee and/or union had actual knowledge of the incident. It is understood that all time limits of the grievance procedure shall exclude Saturdays, Sundays and Holidays as defined in this agreement. Any grievance not reported or filed within the above-specified time limit shall be invalid. The parties may mutually agree in writing to waive any time limits of the grievance procedure. All written grievances shall be signed by the grievant and the Association President, or a designated representative of the Association, and shall be processed on the grievance forms as agreed to by the parties. If an employee has a grievance, he/she shall follow the procedure outlined below:

C. Procedure.

Step #1. Within the time limit specified above, the grievance shall be discussed with the Shift Commander or his/her designee. The Shift Commander or his/her designee shall respond to the grievance within ten (10) days. If the grievance is not settled, it may be moved to the next step.

Step #2. Within ten (10) days of the response of the Shift Commander or his/her designee or when the response was due, the grievance shall be reduced to written form and presented to the Shift Commander or his/her designee. The grievant and the President of the Association or a designated representative of the association shall sign the grievance. The Shift Commander or his/her designee shall respond within ten (10) days of the receipt of the written grievance. If the grievance is not settled, it may be moved to the next step.

Step #3. Within ten (10) days after receipt of the response of the Shift Commander or his/her designee or when the response was due, the Association President or a designated representative of the Association shall forward the grievance to the Chief of Police. The Chief of Police in conjunction with the Director of Human Resources, shall respond to the grievance in writing within ten (10) days.

Step #4. FINAL AND BINDING ARBITRATION

Within ten (10) days after receipt of the Step #3 response, or when the response was due and the grievance remains unsettled, it may be moved to arbitration. The Association President or the designated representative of the Association may make a written request to the Wisconsin Employment Relations Commission for an appointment of a member of the staff to be the arbitrator. A copy of the request shall be delivered to the Chief of Police and the Director of Human Resources.

- D. Arbitration Expenses. The parties shall equally share the expenses of the arbitrator and the court reporter, provided that each party requests a copy of the transcript.
- E. Limitations on the Arbitrator. It is agreed that the decision or award of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining questions arising under this agreement. The arbitrator shall have no authority to modify or change any of the terms of this agreement or to change existing wage rates or to establish a new wage rate. Each party shall bear the expense of preparing and presenting its own case, including its own attorney's fees and witness fees. The grievance procedure set forth herein shall be the exclusive remedy for any complaint of an employee or the Association as to any matter involving the interpretation or application of this agreement.
- F. Union Representation. At any step of the grievance procedure, employees shall be represented by a member of the grievance committee and/or a designated representative of the Association.
- G. Exclusive Procedure. All grievances originating in the Police Department shall be handled in the manner outlined above, and no deviation therefrom will be permitted. Specifically, employees are prohibited from presenting such grievances, formally or informally, to officers of the City of La Crosse not included in this procedure.

ARTICLE IV - MEDICAL BENEFIT PLAN

Full-time employees are eligible to participate in the City's Medical Benefit Plan and receive the level of benefits as described in the attached Schedule of Benefits.

- A. **Employee's Medical Benefit Plan Contributions**
Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first two paychecks of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

Effective January 1, 2010, the employee's contribution, if fully participating in the Health Risk Assessment as described below, shall be \$35.00 per month for single coverage, \$50.00 per month for limited family coverage and \$65.00 per month for family coverage. Employees who do not participate in the Health Risk Assessment will pay monthly contributions of \$90 for single coverage, \$105 for limited family coverage, and \$120 for family coverage.

Effective January 1, 2011, the employee's contribution, if fully participating in the Health Risk Assessment as described below, shall be \$60.00 per month for single coverage, \$75.00 per month for limited family coverage and \$90.00 per month for family coverage. Employees who do not participate in the Health Risk Assessment will pay monthly contributions of \$105.00 for single coverage, \$125.00 for limited family coverage, and \$145 for family coverage.

B. Health Risk Assessment

The City shall offer an annual health risk appraisal on a voluntary basis in mid-2010 and mid-2011 for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Such program shall be conducted by a third-party vendor who agrees to comply with applicable privacy laws to maintain the confidentiality of information collected and not release personalized findings, other than the names of participants, to the City.

Active and retired employees may participate (by completing a short questionnaire, biometric testing with fasting, and a personal counseling session with personalized report of findings) in a secured environment (behind closed doors) on City premises at various times intended to maximize participation, on duty time as possible without adverse impact on City operations, and any duty conflict shall be rescheduled for such employees on duty. A participation incentive for active and retired employees shall be a lowered monthly contribution amount (per Article IV, paragraph A) while remaining covered under the City Medical Benefit Plan. Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

Identification of participants on such questionnaires shall be a number other than the participant's full social security number.

It is further agreed that biometric testing for men over age 50 shall include PSA testing. Men age 40 to age 50 with a family history of prostate disease may also be tested. Retirees with permanent residences out of the network service area shall be provided access to a site for biometric testing in their local area. If the City changes vendors in the future and such local access is not available, such retirees shall be considered as a participant in the program.

It is understood by the parties that the incentive for 2012 and beyond shall be decided in negotiations for a successor agreement.

Additional details or changes shall be decided by the joint labor management-union healthcare cost containment committee.

C. Networks With 100% Coverage

The City shall offer City employee's a choice of no less than two medical Networks serving the local labor market to provide covered medical services for eligible City employees. The City retains the right to select the Networks .

Employees may select a Network for their spouse and covered dependents during open enrollment which occurs each November with an effective date of change to be the following January 1st. Employees will be required to remain in their selected Network through December 31, of each respective year.

D. **Monthly Rate Contributions for Retirees or Surviving Spouse & Dependents**

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10th) of the preceding month for the next month's coverage.

E. **Medicare Carve-Out —For Disability, Effective January 1, 2008**

1. All Current Employees: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity following notice of such from the City. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan.).
3. Make Whole: It is understood that the City shall make whole any retiree, spouse of current retiree, or surviving spouse for his/her Medicare Part B premium payments and waive the monthly retiree or surviving spouse benefit plan contribution. It is further understood that if a spouse of a current retiree meets this provision, the retiree's monthly benefit plan contribution will be waived.

F. **Retiree Medical Benefit Plan Coverage - Normal Service**

1. For Incumbents employed as of June 30, 2004:
Employees employed as of June 30, 2004, who are participating in the City's medical benefit plan and retire at any time after age fifty-three (53) or take early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the employee must have fifteen (15) years of full time continuous employment with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within thirty-six

(36) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

2. For New Hires on July 1, 2004 through December 31, 2006:

Employees employed between July 1, 2004 and December 31, 2006 who are participating in the City's medical benefit plan and retire at any time after age fifty-three (53) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the employee must have eighteen (18) years of full time continuous service with the

City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

3. For New Employees hired on January 1, 2007 and After:

Employees employed as of January 1, 2007, who are participating in the City's medical benefit plan and retire at any time after age fifty-three (53) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the

employee must have twenty (20) years of full time continuous service with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

G. Retiree Medical Benefit Plan - Duty Disability Pension

Without regard to Paragraph L below, full time employees who receive a duty disability pension shall receive the same benefits including contributions on the same basis as is in effect for active employees as described in paragraph F above. This benefit ends when the retiree becomes eligible for Medicare or reaches age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time through collective bargaining.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

H. Retiree Medical Benefit Plan Non Duty Disability Pension

Eligible employees who are participants in the City's Medical Benefit Plan who and receive a non-duty disability pension shall receive the same benefits including contributions on the same basis as is in effect for active employees as described in paragraph F above provided that they have a minimum of ten (10) years of service as a full time employee of the City of La Crosse. This benefit ends when the retiree becomes eligible for Medicare or reaches age sixty-five (65), whichever occurs last.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

I. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI)

This paragraph only applies to employees who began WRS covered employment after

October 16, 1992. Effective January 1, 2002, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same benefits including contribution rates on the same basis as is in effect for active employees as described in paragraph E above provided they have a minimum of ten (10) years of service as a full time employee for the City of La Crosse. This benefit ends when the WRS terminates the employees LTDI benefit or the employee reaches age 65, whichever occurs first.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

J. Medicare Health Maintenance Organization and/or Supplemental Insurance

Effective February 1, 1992 all active employees and those retiree's that retired after January 1, 1983 that remained in the City's medical benefit plan are eligible to continue coverage by the carrier that the City has selected for a Medicare health maintenance organization and/or supplemental insurance plan. If the eligible employee has had continuous participation in the City's medical benefit plan from retirement to age 65, or Medicare eligibility age, he/she shall be allowed into the Medicare health maintenance organization and/or supplemental plan without waiting periods or limitations because of pre-existing conditions. These Medicare supplement plans shall be available to spouses of retirees under the same rules as above. Retirees and spouses are responsible for payment of the monthly rates.

K. City's Right to Select Vendors/Self Insure

The City shall have the right to select the plan vendors and/or to self-insure the plan. The level of benefits shall be described in the Schedules of Benefits as appropriate for each period under this agreement.

L. Coverage for New Employees

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein on the first of the month following two (2) full calendar months of employment.

M. Retiree Medical Benefit Plan - Younger Spouse

When a retiree reaches age 65 or reaches Medicare age, whichever occurs last, and his/her spouse is younger, the spouse may continue his/her coverage in the City's medical benefit plan until the spouse reaches age 65 or reaches Medicare age, whichever occurs last provided that the spouse pays the total monthly pseudo premium rate.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

N. Coverage for Spouse & Dependents of Eligible Employees/Retirees that Die

Effective January 1, 1985, the spouse or eligible dependents of a covered employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. Such coverage is to be the same as applicable to active employees as modified from time to time through collective bargaining. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

O. Internal Revenue Service Section #125 Plan

Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan in order to pay for medical deductibles, medical co-pays, co-insurance and prescription drug co-pays with pre tax dollars. In addition to medical expenses, the plan may be used for vision, dental, eligible over the counter medications, and child care expenses. The City agrees to credit and pay for the "protective with Social Security" pension costs on the salary that is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan contributions due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan.

P. One Plan for Married Employees

Effective January 1, 1994, married employees that both work for the City shall be limited to one medical benefit plan. The employee with the most seniority shall be the subscriber. In the event that the subscriber's health insurance is terminated, the remaining employee shall become the subscriber and the former subscriber shall become the dependent without any waiting periods or limitations for pre-existing conditions. (The purpose of this clause is merely to avoid the duplication of administrative and stop loss insurance premium charges. It is not intended to reduce any employee's eligibility or benefits.) This is not intended to enhance the level of benefits or expand the network selection procedures as provided in paragraph C above.

Medical Benefit Plan Coverage While on Income Continuation Insurance

Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit as identified in Article 5 shall receive the same medical benefit plan benefits including contribution rates on the same basis as in effect for active employees as described in paragraph E above provided that they have a minimum of ten (10) years of continuous service as a full time employee for

the City of La Crosse. This benefit ends when the employee becomes eligible for a Wisconsin Retirement System benefit of any kind (i.e. Normal Retirement pension, Duty Disability Retirement, Disability Retirement, or Long Term Disability Insurance) or Medicare or Medicaid or for a period of one (1) year while on ICI whichever occurs first.

Covered employees shall pay the same monthly contribution rates as are in effect for active employees as modified from time to time through collective bargaining.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

R. Dependent Coverage

Eligible dependents shall be covered through December 31st of the year in which their 22nd birthday occurs. Dependents who are full time college students shall remain eligible on the medical benefit plan until the end of the year in which they reach age 25.

A child is not an eligible dependent if they provide 50% or more of his/her own support as determined by the City of La Crosse Dependent Questionnaire in accordance with the IRS Standards.

Dependents to age 27, who do not meet the above criteria, may be eligible for medical benefit coverage under Wis. Statute §632.885 Age 27 mandate. For determination of eligibility, possible taxability of benefit, and to apply for coverage contact Human Resources.

S. Health Care Cost Containment Committee

The parties agree to establish a joint labor/management committee on health care cost containment during the term of the 2010-2011 agreement. The committee will be made up of two members from the bargaining unit and two members from the City. The committee shall meet no less than six (6) times during the term of the 2010-2011 agreement at a minimum of once per quarter, to study and explore methods to make recommendations for health care cost containment. The committee's recommendations will be provided to each representative's side no later than August of each year.

Committee expenses up to \$1,000 per year may be authorized by the Director of Human Resources. The City agrees to provide an additional sum of money for health care cost containment initiatives for bargaining unit members during the term of this agreement. The sum of money provided for these initiatives shall be based upon the number of full time bargaining unit members employed as January 1 of each respective year at a rate of \$50 per bargaining unit member. Such funds are to be allocated as determined by the Health Care Cost Containment Committee.

ARTICLE V - LIFE INSURANCE

- A. **Benefits:** The level of benefits in effect as of January 1, 1992 shall be maintained.
- B. **Eligibility:** Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment in the Wisconsin Retirement System.
- C. **Coverage's Available:** Employees may select insurance for themselves and their spouse and dependents as follows:
1. **Basic.** This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.
 2. **Additional.** This plan is available to individuals covered by the Basic Plan. The Additional Plan is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65. For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.
 3. **Spouse and Dependent.** This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.
 - (a) **Schedule I.** The spouse is insured for \$10,000; dependents are insured for \$5,000 each.
 - (b) **Schedule II.** This allows the employee to increase coverage for his/her spouse to \$20,000, and \$10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.
 4. **Supplemental**
Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.
- D. **Cost of Insurance.** All employees who are eligible and elect to participate in the Basic group life insurance program shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance.

Employees who elect Additional, Supplemental and/or Spouse and Dependent coverages shall pay the complete premium for such insurance.

- E. Coverage for Eligible Retirees at Age 66. Basic life insurance coverage for eligible retirees who retire after the effective dates (established in accordance with State Statute #40.03 (6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.
- F. Administration.The life insurance benefits described above shall be administered in accordance with State Statute 40.03(6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations as amended from time to time.
- G. Change of Carrier.The City may select the carrier for the life insurance program and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits in effect on January 1, 1992
- H. Dental Insurance.In the event that the City provides dental insurance to any other City employee during the term of this contract, this Article shall be reopened to negotiate coverage and premium.

ARTICLE VI - INCOME CONTINUATION INSURANCE

- A. Benefits.The City will continue the present income continuation insurance program as provided by the State of Wisconsin, Employee Trust Fund.
- B. Cost of Insurance.The City's premium contribution shall be limited to the Employer's share of the cost as authorized by Wisconsin State Statute 40.61.
- C. Change of Carrier/Self Insurance.The City reserves the right to select the carrier and/or to self insure the present level of benefits.

ARTICLE VII - SICK LEAVE

- A. All employees shall accumulate one (1) day of sick leave which shall be credited to them for each month of employment commencing with the first month of employment. The sick leave credits shall be cumulative to a maximum of 120 days.
- B. The accumulated sick leave may be used for any bona fide illness or injury excepting those compensated for under the Wisconsin Worker's Compensation Act. Except as to injuries or illnesses incurred by employees engaged in any outside employment or business while so engaged in such outside employment or business.
- C. Probationary employees shall be authorized sick leave after six (6) months of service, such allowances to be limited to the six (6) days earned in accordance with the provisions of this section. For each additional month of service, one (1) additional day of sick leave shall be allowed probationary employees.
- D. All sickness or injuries of over three (3) days duration must be verified by a physician's

certificate. The City reserves the right of reasonable independent medical examination at City's expense. Such medical examination shall be at the request of the Department Head or Council.

- E. Sick leave pay shall be based on the rate of pay of an employee's classification.
- F. Sick leave may accumulate to a maximum of one hundred and thirty-two (132) days. Any unused sick days over the 120 day cap, to a maximum of one hundred and thirty-two (132) days, will be paid out to the employee on the first pay period of January at a rate of fifty (50%) percent of the unused sick accumulation. When the employee reaches the one hundred and twenty (120) day cap and receives fifty percent (50%) pay for up to the one hundred and thirty-two (132) day maximum, the employee will revert back to the cap of one hundred and twenty (120) days as of the first of January. As a result, if an employee maintains the cap of one hundred and twenty (120) days and goes the entire year without using any sick days the same employee will receive six (6) days payout the first pay period of January. The parties agree to evaluate the results of this program at the end of each calendar year.
- G. Employees may use up to three (3) days of accumulated sick leave credits for personal business provided, however, that employees shall notify their supervisor at least twenty-four (24) hours prior to the time off requested. Use of personal business shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave shall not be entitled to such time off.
- I. At retirement, the City will make a lump sum payment to the retiree or, upon death, the City will make a lump sum payment to the deceased employee's estate equal to forty-five (45) percent of the shift day amount of accrued but unused sick leave on record at the time of retirement or upon death.

ARTICLE VIII - FUNERAL LEAVE

- A. **Benefit.** In the event of a death in the employee's immediate family, the employee shall be allowed scheduled time off without loss of pay or sick leave credits. Such paid funeral leave shall be used from the date of death up to and including the day after the funeral, but not to exceed three (3) work days, calculated at the employee's regular rate of pay including any compensation for shift assignment.
- B. **Immediate Family.** Immediate family shall be defined as the employee's mother, father, legal guardian, spouse, children, brother or sister, mother-in-law, or father-in-law.
- C. **Other Relatives.** In the event of the death of a great-grandparent, grandparent, grandchild, brother-in-law or sister-in-law of the employee or spouse, funeral leave may be authorized not to exceed one day for absence on the day of the funeral; however, such hours used shall be deducted from accumulated sick leave credits. No paid funeral leave will be allowed if the employee is on vacation, sick leave for illness, lay-offs, or any other paid or unpaid leave of absence.

ARTICLE IX - WAGE AND SALARY SCHEDULE

- A. Wage Adjustments.The salaries of employees are contained on the attached wage schedules and made part of this agreement as follows:

SCHEDULE "A" contains wage rates effective for January 1, 2010

SCHEDULES "B" contain wage rates effective January 1, 2011

SCHEDULES "C" contain wage rates effective July 1, 2011

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

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

1. At Step E, the hourly rate shall be three percent (3%) higher than Step D. Step E is effective following ten (10) years of service.
2. At Step F, the hourly rate shall be six percent (6%) higher than Step D. Step F is effective following fifteen (15) years of service.
3. At Step G, the hourly rate shall be nine percent (9%) higher than Step D. Step G is effective following twenty (20) years of service.
4. At Step H, the hourly rate shall be twelve percent (12%) higher than Step D. Step H is effective following twenty-eight (28) years of service. Effective January 1, 2011 step H is effective following twenty-seven (27) years of service.

- C. Special Payments.The City agrees to compensate one employee assigned to the School Safety Program an additional ten (\$10.00) per month. In addition, the City agrees to compensate employees an additional ten (\$10.00) per month for the following assignments/certifications: DARE/GREAT Officer, Emergency Response Team member, Range/Firearms Instructor, and Community Policing Officer.

Effective January 1, 2011, the ten dollar (\$10) per month compensation is applicable to Range/Firearms Instructors only. Members assigned to the Emergency Response Team shall be compensated twenty-five dollars (\$25) per month compensation.

An employee so certified shall be limited to two (2) certification payments per month.

- D. Field Training Officer Assignments.Employees assigned to the restructured FTO program shall be paid one (1) hour of overtime for serving as a Field Training Officer (FTO) for each full shift that they actually perform FTO duties. If an employee serves as an FTO for less than a full shift, such payment is pro-rated, i.e. he/she shall receive one half (1/2) hour of overtime when serving for four (4) hours, etc.. If a FTO's shift is extended beyond the normal work schedule no additional compensation shall be due under this provision for the first sixty (60) minutes of overtime.

Employees currently holding inactive FTO status, wishing to participate in the new FTO Program, are required to reapply and complete all program requirements to be considered

for the FTO assignment after April 1st, 2008.

E. Transfer Review Board For Special Payments/FTO Assignments

Purpose & Policy.

This procedure establishes guidelines for convening the review board for instances when an officer requests his/her removal reviewed. This board will hear cases when an officer has been removed from paid assignments such as FTO, ERT, School Liaison Officer, DARE/GREAT Officer, Range/Firearm Instructor, Community Policing Officer, etc.

Procedure

Establishment of Review Board

1. All parties agree that the Chief of Police has the authority to remove an officer from active status (no longer paid premium).
2. If the "removed" officer feels that he/she was removed without just cause, the officer shall submit a memo within ten (10) calendar days of the date of removal to the Chief requesting that the Transfer Review Board review the removal. The Transfer Review Board will consist of
 - a. 2 members from the administration (Sgt — Capt) selected by the union.
 - b. 2 members from the non-supervisory union selected by the Assistant Chief.
 - c. The Assistant Chief
3. Members of the Transfer Review Board are voluntary and can excuse themselves from accepting the appointment. The Transfer Review Board will be re-selected each time a Transfer Review Board is requested to convene.
4. Members of the Transfer Review Board will not include officers in any probationary status.
5. If the aggrieved officer requests a review of his/her removal, the officer will continue at paid status until the review is completed by the Transfer Review Board.
6. Decisions of the Transfer Review Board are final and binding.

Board Duties

1. The Transfer Review Board will convene within 30 days from the date of review request.
 - a. The officer or his/her representative will submit a letter/documentation to the Transfer Review Board indicating their position against the removal. The officer/representative shall speak at the Transfer Review Board meeting.
 - b. The program manager will also submit a letter/documentation supporting the recommendation for removal. The program manager/representative shall also speak at the meeting.

- c. The Transfer Review Board may ask questions of any person speaking at the meeting.
- d. Following review of the submitted letters/documentation and testimony, the Transfer Review Board will vote by secret ballot supporting or opposing the removal. If the vote supports removal, the officer will become "inactive." If the vote opposes removal, the officer will continue as "active" status. The vote shall be taken immediately following the review of submitted letters/documentation and testimony. The Assistant Chief will abstain from voting unless there is a tie among the others.

FTO Assignments

- 1. All parties agree that due to attrition and officer movements within the department there will be no more than 3 FTOs assigned to each patrol shift. If an active FTO transfers to a different shift which already has 3 FTOs that officer will become "inactive". Once an FTO position becomes available on a shift the most senior "inactive" FTO will become active as an FTO (seniority based on FTO tenure).
- 2. All parties agree that any officer removed as a result of the "3 FTO per shift limitation" does not have the right to appeal their placement into the "inactive" status as long as the agreed upon "3 FTO per shift limitation" process was followed. Any "inactive" (unpaid) FTO can become an "active" (paid) FTO in order to maintain the "3 FTO per shift limitation" without having to repeat the prescribed FTO training.
- 3. The parties agree that incumbent employees as of October 14, 2002, assigned to a shift shall not be removed solely because of the "three per shift limitation" described above.

E. Pay Step Advancement.All employees are entitled to pay step advances on the anniversary of their appointment to the department, after one, two, three, ten, fifteen and twenty years of service.

G. Promotions.Salary increases as a result of a promotion shall be effective on the date of such promotion. Pay step increases due to promotion shall be effective on the anniversary of the promotion. Employees promoted to a higher classification shall begin at the minimum step of the classification. If the minimum step does not provide an increase, then placement shall be in the next higher step which will provide an increase.

H. Out of Rank Assignments.Except in case of emergency, a police officer who is assigned to a position of higher authority and required to supervise the station for a tour of duty when no command person is assigned to duty in the station shall be compensated in addition to base pay at ten (10) cents per hour for time spent in the supervisory capacity.

ARTICLE X — EDUCATION INCENTIVE

The parties have agreed that the attainment of a Bachelor's Degree in law enforcement/police science can be an important part of the professional development of police officers.

Incumbents hired or promoted prior to January 1, 2011:

Educational incentive payments shall be fifty dollars (\$50.00) per month for those employees with a Bachelor's Degree and twenty-five dollars (\$25.00) per month for those officers with an Associates Degree in law enforcement/police science or related field.

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

An educational incentive payment of fifty dollars (\$50.00) per month shall be paid for those officers who possess/attain a Bachelor's Degree in law enforcement/police science or related field. Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by the Chief of Police and the Director of Human Resources and in accordance with the Tuition Reimbursement Policy. The maximum citywide pool of money for this purpose is \$15,000 each year, with an individual maximum in accordance with the Tuition Reimbursement Policy.

ARTICLE XI - WORKER'S COMPENSATION

- A. Policy Statement. It is expected that employees shall exercise sound safety practices in the performance of their duties. Employees who contract a disease or are injured in the performance of their duties while protecting the interests of the general public, may receive supplemental salary as outline below.
- B. Administration. The Director of Human Resources, in consultation with the City's third party administrator for worker's compensation, shall determine whether or not such injury and/or illness is within the scope of the preceding paragraph and thus entitles the employee to full salary pay during the recuperation period. All such determinations including the medical necessity for paid time off during a healing period must be documented by a complete medical diagnosis of the employee's treating physician. In the event any employee of the Police Department's claim for worker's compensation is denied, the worker has the right under Wisconsin statutes for workers' compensation benefits to appeal the denial through the Wisconsin Department of Workforce Development.
The City as a self-insurer for Worker's Compensation is bound by and agrees to follow the provisions of Ch. 102 Wisconsin Statutes in the administration of Worker's Compensation benefits.
- C. Change of Carrier or Self Insurer. The City reserves the right to determine if it wishes to continue to self insure for Worker's Compensation. The City may select the insurance carrier for Worker's Compensation and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits previously in effect.

ARTICLE XII - PENSIONS-WISCONSIN RETIREMENT SYSTEM

The City will pay the total employee contribution required by the Wisconsin Retirement System pursuant the provisions of Ch. 41 of the Wisconsin State Statutes.

ARTICLE XIII - CLOTHING ALLOWANCE

- A. Benefit:The clothing allowance shall be five hundred seventy five dollars (\$575.00) per year payable in two (2) equal installments of two hundred and eighty-seven dollars and fifty cents (\$287.50). The first installment to be paid on the first payday in February of each year and the second such installment shall be paid on the first payday in August of each year. Only current, active employees during the above payperiods will receive the installment.

Any new uniform article not previously required will be paid for by the City. No officer shall be required to spend more than the amount they receive each year in uniform allowance for uniform purchases under this article. In the event uniform purchases exceed the amount of uniform allowance the officer receives during the calendar year, the City shall pay the entire cost of the amount exceeding the current years uniform allowance.

In addition to the clothing allowance authorized herein, new employees of the Department shall receive a uniform allowance of \$100.00 after the completion of ninety (90) days service.

- B. Damage to Eyeglasses and Personal Items:Eyeglasses, damaged or lost, involving a job related incident, shall be repaired or replaced by the City for an amount not to exceed two hundred and fifty dollars (\$250.00). Personal items damaged or lost, involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed \$100.00, provided proof of loss is furnished and there is a police report substantiating the incident. If at any time the City receives restitution through the courts or other sources which exceeds the above stated amounts, the officer shall additionally receive the difference between the applicable above stated amount and the amount actually received by the City.
- C. Reimbursements:All requests for reimbursement under this article, including purchase of new equipment and damage to eyeglasses or personal property, shall be submitted for approval to the Chief of Police, and such approval shall not be unreasonably denied.

ARTICLE XIV - OVERTIME

- A. Definition:Employees will be compensated for time worked in excess of eight (8) hours per day or in excess of the regular work week at the rate of time and one-half the scheduled rate of pay for such employees. See MOU #13 for hours worked during voluntary training.

Employees are required to attend a ten (10) minute briefing period before each work shift. The ten minute briefing time shall not be considered as time worked for purposes of overtime.

- B. Travel Time:Travel time to attend schools when officers volunteer to attend such schools shall be compensated at the regular straight time rate.

- C. **Oktoberfest.** All hours of work performed between the hours from 7:00 AM Friday to 7:00 AM Sunday on Oktoberfest weekends shall be paid at double time.
- D. **Regular Compensatory Time Bank.**
1. Employees shall be allowed to elect compensatory time in lieu of paid overtime. Employees may accumulate and bank up to seventy-five (75) hours of compensatory time at any one time during each year.
 2. Paid compensatory time off may be taken with the approval of the commanding officer. Unused compensatory time in excess of thirty-seven and one-half (37 1/2) hours must be used or it will be paid in cash as of the last pay period of each calendar year. Only thirty-seven and one-half (37 1/2) hours of compensatory time may be carried over from one calendar year to the next. One calendar year is defined as the first pay period through the last pay period of each year as defined by the City. Compensatory time that is paid in cash at the end of a year shall be paid off at the last rate in existence for that year.
 3. There shall be no exceptions to the limitations imposed herein.
 4. At the employee's option, the payoff of all compensatory time on the first pay period in December of each year may occur subject to the following: It is agreed that 2/3 of the remaining monies available in the police department's annual overtime budget may be used to pay out compensatory time balances of employees that so request. Requests from employees will be honored in the order of total bargaining unit seniority.
- E. **Training.** All voluntary training sessions may be paid at straight pay (see M.O.U. # 13) Mandatory training, including but not limited to in-service training, Civil Unrest Team training, Emergency Response Team training, or any other mandatory training, will be paid at the rate of time and one-half and the employee shall elect whether he/she shall receive it as compensatory time or paid overtime. Mandatory time shall always be at the rate of time and one-half.

An exception to the above will be when training takes place in lieu of regular work days. In this circumstance, time will be at the employee's regular rate of pay including any shift differential.

ARTICLE XV - CALL BACK AND MINIMUM COURT PAY

- A. **Recall to Duty.** Employees recalled to duty after having left the premises, or scheduled to return to duty while off duty, shall receive a minimum of three (3) hours' pay at time and one-half This includes required court appearances while off duty.
- B. **Off Duty Notices.**
1. In addition to all other entitlements in this agreement, employees required to testify in a court proceeding while off-duty with less than forty-eight (48) hours' notice shall be paid a minimum of three (3) hours' pay at time and one-half
 2. If a previously scheduled court appearance is canceled twenty-four (24) hours or

less prior to the previously scheduled court appearance, said employee shall receive one hour of pay at the employee's regular straight time hourly rate.

- C. Off Duty Phone Calls.** In addition to all other entitlements in this agreement, employees who are ordered to call the prosecuting attorney by telephone on their off duty time, and have the written authorization to do so, signed by their commanding officer, shall receive one hour of pay at the employee's regular straight time hourly rate.
- D. Court Appearances Outside of La Crosse.** An employee subpoenaed to testify in a court outside of the City limits of La Crosse because of a court case arising out of the scope of his/her employment on regularly assigned workday, shall work the day shift on the day of the hearing.

Employees working other than the day shift shall be considered on day shift for purposes of honoring the subpoena (i.e. 7:00 AM to 3:00 PM) and shall receive overtime pursuant to the prescribed article in the contract for anything over eight (8) hours, which shall not include time for sleeping, but shall include all time pertinent to the subpoena and travel time. Provided, however, that the employee has at least eight (8) hours off prior to the commencement of travel to the hearing. This provision shall not apply to regularly scheduled off days and the overtime section shall prevail in this instance, and shall include all time pertinent to the subpoena and travel time paid at time and one-half (1 1/2).

Officers who are required to travel outside of the City shall be provided with a City vehicle when possible.

All subpoena fees shall be turned over to the Employer, except for meal allowance and motel, if applicable, provided that if an employee is required to use his/her own vehicle, he/she shall also be entitled to keep the mileage allowance.

Prior to the employee's appearance in court, the employee shall provide a copy of the subpoena to the Chief of Police for his review.

ARTICLE XVI - HOLIDAYS

- A. Definition.** Holiday pay as provided herein shall be allowed for the following holidays: New Year's Day, Martin Luther King Day, Spring Holiday (Friday before Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. Those employees scheduled to work on any of the above named holidays shall receive time and one-half for all hours worked on the holiday plus 7.5 hours additional holiday pay in cash, at straight time rates. Those employees scheduled to be off either on an assigned day of rest or for any other reason on one of the above holidays, shall receive 7.5 hours holiday pay in cash, computed at straight time.

In order to be eligible for holiday pay the employee must have worked the last regularly scheduled, full work day immediately preceding the holiday, and must further work the first regularly scheduled, full work day following the holiday. Vacation, personal business, sick leave, compensatory time and banked holidays shall count as hours worked

for purposes of this paragraph.

- B. **Holiday Compensation Time Bank.** All holiday pay as provided above can be credited as compensatory time off in lieu of cash payment; however the compensatory time, when used, shall be with the permission of the Chief of Police or his designee. Such holiday compensatory time, if not used or approved to be used when the last pay period in November is calculated, shall be paid in cash the first pay period in December.

ARTICLE XVII- WORK WEEK

The work week for all employees covered by this agreement is established at an average of thirty-seven and one-half (37 1/2) hours per week. Shift employees shall work a schedule of five (5) eight (8) hour days on duty and two days off duty, followed by five (5) eight (8) hour days on duty and three (3) days off duty. It is understood that employees assigned to a five (5) days on, two (2) days off schedule shall receive one (1) day of compensatory time off in lieu of each five (5) days on, three (3) days off work schedule, i.e., sixteen (16) days per calendar year.

ARTICLE XVIII - SHIFT ASSIGNMENTS

- A. **Field Service Bureau (Patrol).** There shall be four fixed shifts. The four fixed shifts shall be:

7:00 AM - 3:00 PM	First shift
3:00 PM - 11:00 PM	Second shift
11:00 PM - 7:00 AM	Third shift
7:00 PM - 3:00 AM	Fourth shift

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

As a result of the implementation of the fourth shift, no officer shall be involuntarily moved from his/her existing shift.

Shift selection shall be by shifts - #1, 2, 4 and 3. Employees assigned to the various shifts shall receive monthly variable shift assignment pay (VSAP) as follows: first shift equals twelve dollars, second shift equals forty-two dollars, third shift equals fifty-two dollars, and fourth shift equals thirty cents (\$0.30) per hour over the rate of the first shift.

Effective January 1, 2011: VSAP shall be as follows: first shift equals seventeen dollars (\$17), second shift equals forty-seven dollars (\$47), third shift equals sixty dollars (\$60) and fourth shift equals fifty dollars (\$50)

- B. **Community Services Bureau.**
The hours of the officers assigned to the Community Services Bureau shall be flexible to regularly start between 7:00 AM to 9:00 AM.
- C. **Community Problem Oriented Policing (CPOP) Assignments:** The duty days and hours of work for employees assigned as Community Problem Oriented Policing Officers shall be determined by management and may be altered by management for the good of the

service. Shifts may be altered to occur within twelve (12) hour blocks as follows:

First Shift: 6:00 a.m. to 6:00 p.m.
Second Shift: 11:00 a.m. to 11:00 p.m.
Fourth Shift: 3:00 p.m. to 3:00 a.m.

- D. School Liaison Shift Assignments: The school liaison officers shall be assigned shift selection by seniority when returning to shift work for the summer in the following manner:
- Two (2) officers assigned: one (1) first shift and one (1) second shift.
 - Three (3) officers assigned: two (2) first shift and one (1) second shift
 - Four (4) officers assigned: two (2) first shift and two (2) second shift
 - Five (5) officers assigned: two (2) first shift and two (2) second shift, and one (1) third shift.

It is understood by the parties that the subject of how the school liaison officers are assigned will be reviewed on an annual basis and may be modified for the good of the service through good faith negotiations.

ARTICLE XIX - VACATION

- A. Benefit. Employees shall receive one (1) week of paid vacation after one (1) year of continuous service; two (2) weeks after two (2) years of continuous service; three (3) weeks after six (6) years of continuous service; and four (4) weeks after fourteen (14) years of continuous service; five (5) weeks after twenty (20) years of continuous service; twenty-six (26) days after twenty-six (26) years of continuous service; twenty-seven (27) days after twenty-seven (27) years of continuous service; twenty-eight (28) days after twenty-eight (28) years of continuous service; twenty-nine (29) days after twenty-nine years (29) of continuous service; and thirty (30) days after thirty (30) years of continuous service.
- B. Work Week. Vacations shall start at the beginning of the employee's work week.
- C. Vacation Carryover. Any officer who was unable to use his/her accrued vacation time before December 31st of any calendar year shall be allowed to carryover and use such accrued vacation until March 31st of the following year with his/her supervisor's approval.

ARTICLE XX - TRAINING

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

- A. Training under this provision does not include training available with the department.
- B. This provision does not apply to the initial recruit training as required by the Law Enforcement Standards Board.

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

ARTICLE XXI - MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, and except for mandatory subjects of bargaining which may not be specifically covered by this agreement, the management of the City of La Crosse and the direction of the work force, including but not limited to the right to hire, to discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to abolish positions, to make reasonable rules and regulations, to determine the schedule of work, but shall not include the suspension of the fixed shift, to sub-contract work, together with the right to determine the methods, processes and manner in which the work is to be performed, are vested exclusively in management. Seniority shall prevail except in cases of emergency in the selection of shift assignments.

ARTICLE XXII - PROBATIONARY PERIOD

Newly hired employees shall be required to serve an eighteen (18) month probationary period. Employees that fail to satisfactorily complete the probationary period may be terminated without cause and shall not be afforded a hearing before the Police and Fire Commission or any other administrative tribunal, including grievance arbitration.

ARTICLE XXIII - VACANCIES WITHIN THE DEPARTMENT

- A. Posting. Any vacancy or new position created within the Department shall be posted listing the job description, requirements and qualifications.
- B. Preference. Employees of the Department shall have preference over non-members, if qualified for such vacancies or positions.
- C. Fire and Police Commission Rules. Any vacancy or position which is a promotion shall be governed by the Police and Fire Commission's rules.

All other vacancies or positions that are filled by appointment shall be based on qualifications and where qualifications are equal, the employee with the most seniority shall have preference.

- D. Lateral Transfer. An individual seeking employment as a police officer with this department who:
- Left this department as a Police Officer and was in good standing when he or she left, or
 - is an officer from another department who left or is leaving that department in good standing, and
 - meets current standards for employment with this Department with regard to certification and education, and
 - is selected to be hired,

shall be eligible for compensation (pay only) at a level above that of a new officer, up to step D, the compensation for a 1stClass Patrol Officer. The selected individual shall be considered a new employee for all other matters including assignment to Investigator, etc.

In determining the level of compensation, the following general guidelines are to be used:

- 4thClass Officer < 2 years acceptable full time experience
- 3rdClass Officer 2 years acceptable full time experience
- 2ndClass Officer 4 years acceptable full time experience
- 1stClass Officer 6 years acceptable full time experience

These guidelines may be overridden by agreement between the Police Department Administration and the LPPNSA Board with regard to specialized training and qualifications that an applicant may possess.

It is understood that hiring an applicant at a pay level higher than 4thClass is subject to approval by the Mayor and the Director of Human Resources.

ARTICLE XXIV - JURY DUTY

- A. Responsibilities. Employees are subject to jury service in the same manner as other citizens.
- B. Compensation. No salary deduction is made during jury duty, but all jury fees received for jury duty during working hours must be paid to the City Treasurer, and a copy of the receipt shall be filed with the City Clerk.
- C. Return to Work. Jurors, when not assigned to cases, must report to their regular work assignment for the remainder of the day. Jury duty shall be recorded on all payroll records.

ARTICLE XXV - EXCHANGE OF SHIFTS AND DAYS OFF

Employees of equal rank shall be allowed to exchange days off, provided they receive permission from the Chief of Police or his designee. Additionally, an employee may exchange the day off from his day off to another day off within the next twenty-eight (28) days with the approval of the Chief of Police or his designee.

ARTICLE XXVI - RESIDENCY

There is no residency requirement for any employee currently employed who began employment with the City of La Crosse before the signing of this agreement for 1983.

All bargaining unit employees subject to this agreement shall, as a condition of employment, establish and maintain their domicile and residency within the corporate limits of the City of La Crosse. Effective January 1, 2005, employees with three (3) years of creditable service as a full time City employee are exempt from the domicile/residency requirement provisions contained herein. It is understood that compliance with the

domicile/residency requirement is a condition of employment and non-compliance shall result in termination of employment.

The length of creditable service requirements contained herein shall begin when the employee first establishes his or her domicile/residency within the City.

ARTICLE XXVII - FAIR SHARE

- A. Definition. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this article wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.
- B. Duty of Fair Representation. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.
- C. Deductions from Payroll. The City agrees that on the first paycheck of every month it will deduct from the earnings of all employees in the collective bargaining unit covered by this agreement, the amount of money certified by the Association as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Association to the Director of Human Resources thirty (30) days before the effective date of the change.

Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

The City shall not be liable to the Association, employees or any party by reason of the requirements of this article for the remittance or payment of any sum other than that which constitutes actual deductions from employees' wages earned.

- D. Hold Harmless. The Association shall indemnify and hold the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the City that arise out of the City's compliance with this fair share agreement.
- E. Fair Share Deductions. The Association agrees to certify to the City only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the City's Director of Human Resources of any change in the amount of such fair share costs thirty (30) days before the effective date of the change. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and receive where appropriate a rebate of any monies determined to have

been improperly collected by the Association.

The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions from all employees shall be forwarded to the Association. Any changes in the amount to be deducted shall be certified to the City's Director of Human Resources by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change.

ARTICLE XXVIII - AMENDMENT PROVISION

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Association wherein mutually agreeable. The waiver of any breach, terms or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXIX - SAVINGS CLAUSE

If any Article or section of this Agreement or any addendums thereto should be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXX - ENTIRE AGREEMENT

The foregoing constitutes an entire agreement between the parties, and no verbal statement shall supersede any of its provisions.

ARTICLE 300C1 - TEMPORARY ASSIGNMENTS

The City may temporarily assign additional duties to officers in emergencies and for training purposes. However, in no event shall training assignments exceed six (6) months. Such assignments shall be made for a cumulative period of up to six months per calendar year or part thereof, unless extenuating circumstances exist in which case an extension would be made if the Chief and the Association Board so agreed.

ARTICLE XXXII - ASSIGNMENT TO INVESTIGATOR POSITION

- A. The Chief of Police shall assign employees to the position of Investigator under the procedures described below.

B. Selection Criteria:

1. Employees selected for the investigator positions must be first-class police officers and must receive a score of 70 percent or greater on a validated written test validated to the duties of the investigator. The employee's ranking on the written score shall constitute 70 percent toward the final ranking for investigator positions.
2. Those employees that are first-class police officers and receive a score of 70 percent or better on the written test shall then be eligible to compete on the oral test for the investigator position. The oral test shall be administered as follows:
 - a) A panel to conduct the oral test shall consist of two administrators and two supervisors, chosen by the Chief.
 - b) The oral test shall consist of a practical fact situation administered orally by the panel and scored by the panel. An applicant's score on the oral exam shall constitute 30 percent toward the applicant's final score.
 - c) Based upon the results of both the written and oral examinations, a list of applicants for the positions of investigators shall be established.
 - d) All investigators shall be selected by the Chief of Police on the basis of overall work record, including the following factors:
 - (1) Annual evaluations,
 - (2) Prior disciplinary matters,
 - (3) Special Certifications,
 - (4) Commendations,
 - (5) Score (written and oral)
3. List of Eligibles: An eligible list shall be established using the selection criteria stated above. Such eligibility list shall be effective as of the publication date from the Secretary of the Police and Fire Commission. A copy of the eligibility list shall be forwarded to the Chief of Police. The list shall remain in effect for a period of one (1) year from publication date and may be extended up to one (1) additional year by the Chief of Police.

C. Removal

1. If an investigator voluntarily elects to return to the police officer status, he/she must return to the first available slot until the next opening occurs, wherein seniority shall prevail.
2. An investigator may be returned to the police officer rank for work performance issues. Such decision shall be reviewed in advance by all non-involved Bureau Chiefs. If the proposed removal of the investigator is not supported by the written work record, there shall be no removal. This decision is not subject to the grievance and arbitration procedure. If an investigator is returned to the police officer rank under this section, his/her return shall not disrupt the existing shift

assignments and he/she shall go to the shift for which his seniority provides.

D. Seniority of Investigators

1. Seniority shall prevail unless otherwise provided herein.
2. Seniority shall prevail for the purposes of vacation selection.
3. For investigator positions, the City shall post in advance the job description and the anticipated duty hours. Duty hours may change thereafter according to workload or area of investigation, as determined by the Investigative Bureau. There shall be no split duty hours.

ARTICLE XXXIII FAMILY MEDICAL LEAVE

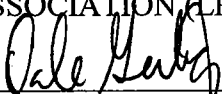
The City of La Crosse has established a Family and Medical Leave Act policy pursuant to Federal and State Family and Medical Leave Act.

ARTICLE XXXIV - DURATION

These Agreements shall remain in full force and effect, commencing the first day of January, 2010 and terminating on the 31st day of December, 2011 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred and eighty (180) days prior to the date of expiration. It is understood and agreed that all expenditures or compensation to be paid to employees in accordance with this Agreement must meet the requirements and procedures required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 16th day of November, 2010.

LA CROSSE PROFESSIONAL
POLICE NON-SUPERVISORY
ASSOCIATION (LPPNSA)



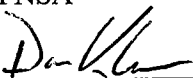
Dale Gerbig, President
LPPNSA



Andrew Rosenow, Vice-President
LPPNSA




Tom Hansen, 2nd Vice President
LPPNSA



Dan Kloss, Secretary
LPPNSA



Ronald Secord, Treasurer
LPPNSA



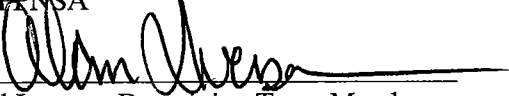
Brian Deyo, Ex-Officio
LPPNSA



Steve Thornton, Bargaining Team Member
LPPNSA

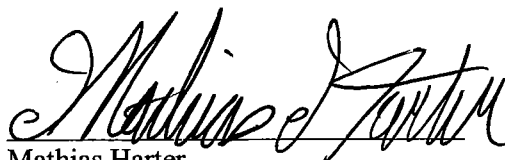


Gary Clements, Bargaining Team Member
LPPNSA

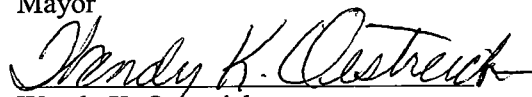


Al Iverson, Bargaining Team Member
LPPNSA

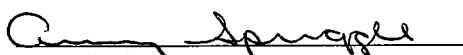
CITY OF LA CROSSE



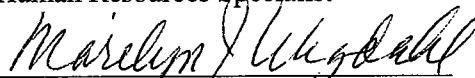
Mathias Harter
Mayor



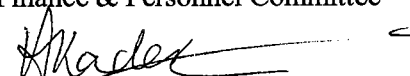
Wendy K. Oestreich
Director of Human Resources



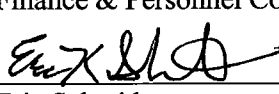
Amy Spriggle
Human Resources Specialist



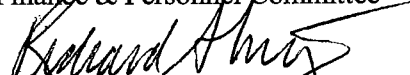
Marilyn Wigdahl, Chair
Finance & Personnel Committee



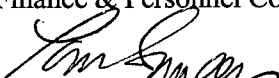
Audrey Kader
Finance & Personnel Committee



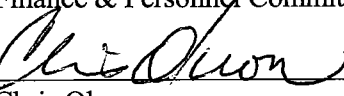
Eric Schmidt
Finance & Personnel Committee



Richard Swantz
Finance & Personnel Committee



Tom Sweeney
Finance & Personnel Committee



Chris Olson
Finance & Personnel Committee

2010-2011 Schedule of Benefits by Type of Services

Plan Design Feature	NETWORK	Out of NETWORK
1. Annual Deductible	\$250 (\$275 in 2011) per COVERED PERSON per YEAR, not to exceed \$750 (\$825 in 2011) per FAMILY UNIT.	\$600 per COVERED PERSON per YEAR — separate from in-network deductible; not to exceed \$1,800 per FAMILY UNIT.
	<p>Note: Any fixed-dollar copay amounts are applied to the amount of allowable expenses before the annual deductible. The deductible amount is not satisfied or lowered by any fixed-dollar copay amounts, any amounts exceeding the fixed-dollar and fixed-visit limits, and excluded items.</p> <p>Deductibles for in-network and out-of-network do not cross apply.</p>	
2. COVERED PERSON'S Out-of-Pocket Limit per YEAR	<p>No separate Out-of-Pocket limit.</p> <p>Each COVERED PERSON is responsible for his or her:</p> <ul style="list-style-type: none"> a. deductible; b. copay dollar amounts for drugs, various types of VISITS, service visits, and EXAMS, and HOSPITAL OUTPATIENT services for an EMERGENCY; and c. copay percentage amounts for MENTAL ILLNESS, CHEMICAL DEPENDENCY, and dental restorative services; and d. any amounts exceeding the fixed-dollar and fixed-visit limits. 	<p>Deductible, plus 20% of next \$6,000 of eligible expenses per COVERED PERSON (that is, \$1,200 per COVERED PERSON out of pocket, not to exceed \$3,600 per family).</p> <p>Each COVERED PERSON is also responsible for his or her:</p> <ul style="list-style-type: none"> a. copay dollar amounts for drugs, various types of VISITS, service visits, and EXAMS, and HOSPITAL OUTPATIENT services for an EMERGENCY; and b. copay percentage amounts for MENTAL ILLNESS, CHEMICAL DEPENDENCY, and dental restorative services; and c. any amounts exceeding the PREVAILING FEE level and fixed-dollar and fixed-visit limits.
3. Lifetime Maximum	\$2,500,000 per COVERED PERSON including claims paid since 1/1/2002, other than OUTPATIENT drugs.	
4. HOSPITAL INPATIENT (Facility) for DISABILITY, not MENTAL ILLNESS and CHEMICAL DEPENDENCY (see row 8 below)	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount.</p> <p>Services for EMERGENCY after in-network deductible, 100% of billed amount applies for facility services continuous from the HOSPITAL OUTPATIENT emergency department though any immediately succeeding INPATIENT stay.</p> <p>Precertification notice recommended.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>5. HOSPITAL OUTPATIENT including X-Ray, Lab Tests, & Screenings (Facility) for DISABILITY, PREVENTIVE SERVICES, MENTAL ILLNESS and CHEMICAL DEPENDENCY (Non-EMERGENCY)</p>	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>For an EMERGENCY, see row 6 below.</p>	<p>After deductible, 80% of billed amount.</p> <p>Lab services for an EMERGENCY after in-network deductible, 100% of billed amount applies (after deductible) for services originating from HOSPITAL OUTPATIENT emergency department until such discharge.</p>
<p>6. HOSPITAL OUTPATIENT Services for an EMERGENCY (Facility and Practitioner)</p>	<p>After \$50 copay amount per facility visit and deductible, 100% of NETWORK discounted amount;</p> <p>Copay is waived when admitted as an INPATIENT within 24 hours.</p> <p>Note: Services related to URGENT CARE are covered like an office VISIT per row 13.</p>	<p>After \$50 copay amount per facility visit and in-network deductible,</p> <p>100% of billed amount;</p> <p>Copay is waived when admitted as an INPATIENT within 24 hours.</p> <p>Note: Services related to URGENT CARE are covered like an office VISIT per row 13.</p>
<p>7. Non-HOSPITAL X-ray, Lab Tests, and Screenings (Facility and Practitioner) for DISABILITY, PREVENTIVE SERVICES, MENTAL ILLNESS and CHEMICAL DEPENDENCY</p>	<p>After deductible, 100% of NETWORK discounted amount.</p>	<p>After deductible, 80% of billed amount, <i>not</i> to exceed PREVAILING FEE for such type of service.</p> <p>Lab services for an EMERGENCY: after in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department until such discharge.</p>
<p>8. MENTAL ILLNESS, INPATIENT including related lab tests & screenings plus interpretive services of pathologists and radiologists (Facility and Practitioner)</p>	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>For EMERGENCY INPATIENT services: after deductible, 100% of NETWORK discounted amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay (up to the maximum limit on days per YEAR below).</p> <p>Maximum of 30 days per YEAR including any transitional OUTPATIENT treatment days, combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After deductible, 80% of billed amount, <i>not</i> to exceed PREVAILING FEE for such type of service.</p> <p>For EMERGENCY INPATIENT services after in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay (up to the maximum limit on days per YEAR below). Maximum of 30 days per YEAR including any transitional OUTPATIENT treatment days, combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p> <p>MAINTENANCE SERVICES are excluded.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>9. MENTAL ILLNESS, OUTPATIENT & office visits (Facility and Practitioner) not related lab tests & screenings (see rows 5 and 7 above)</p>	<p>After deductible, 100% of NETWORK discounted amount of the first 15 daily service visits, and 60% of next 25 daily service visits per YEAR including services for URGENT CARE.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services: after deductible, 100% of NETWORK discounted amount applies for services originating from HOSPITAL OUTPATIENT emergency department until such discharge (up to the maximum limit on daily service visits per YEAR below)</p> <p>Maximum of 40 daily service visits per YEAR combined for NETWORK and out of NETWORK (other than separate services for related lab tests and screenings, interpretive services of pathologists and radiologists).</p> <p>Precertification notice recommended.</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service, of the first 15 daily service visits and 50% of next 25 daily service visits per YEAR including services for URGENT CARE.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services: after in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department until such discharge (up to the maximum limit on daily service visits per YEAR below).</p> <p>Maximum of 40 daily service visits per YEAR combined for NETWORK and out of NETWORK (other than separate services for related lab tests and screenings, interpretive services of pathologists and radiologists).</p> <p>Precertification notice recommended.</p> <p>MAINTENANCE SERVICES are excluded.</p>
<p>10. CHEMICAL DEPENDENCY, INPATIENT</p>	<p>Combined with MENTAL ILLNESS above.</p>	<p>Combined with MENTAL ILLNESS above.</p>
<p>11. CHEMICAL DEPENDENCY, OUT-PATIENT & Office Visits</p>	<p>Combined with MENTAL ILLNESS above.</p>	<p>Combined with MENTAL ILLNESS above.</p>
<p>12. Professional Ambulance</p>	<p>After deductible, 100% of NETWORK discounted amount to, but not returning from, the nearest local facility or practitioner for the required special treatment, when the DISABILITY or EMERGENCY does not permit the use of alternative means of transportation.</p>	<p>After deductible, 100% of billed amount to, but not returning from, the nearest local facility or practitioner for the required special treatment, when the DISABILITY or EMERGENCY does not permit the use of alternative means of transportation.</p>

Plan Design Feature	NETWORK	Out of NETWORK
<p>13. PHYSICIAN (other than Surgeon, Obstetrician, & Chiropractor) for DISABILITY — <i>not</i> MENTAL ILLNESS and CHEMICAL DEPENDENCY (see row 9 above)</p>	<p>After \$10 (\$20 in 2011) copay per VISIT or EXAM and deductible: 100% of NETWORK discounted amount, including services for URGENT CARE.</p> <p>For an EMERGENCY, see row 6 above.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> a. x-rays and lab including diagnostic screenings for technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists); b. anesthesiologist services; c. non-PHYSICIAN rehabilitation for physical, occupational, respiratory, and speech therapy; radiation therapy, chemotherapy, dialysis treatments, CARDIAC rehabilitation phases I. & II. and d. non-PHYSICIAN allergy services. 	<p>After \$25 copay per VISIT or EXAM and deductible: 80% of billed amount <i>not</i> to exceed PREVAILING FEE level for such type of service, including services for URGENT CARE.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after \$10 copay (\$20 in 2011) copay per VISIT or EXAM and in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> a. x-rays and lab including diagnostic screenings for technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists); b. anesthesiologist services; c. non-PHYSICIAN rehabilitation for physical, occupational, respiratory, and speech therapy; radiation therapy, chemotherapy, dialysis treatments, CARDIAC rehabilitation phases I. & II., and d. non-PHYSICIAN allergy services.

<p>14. PHYSICIAN (other than Surgeon, Obstetrician, & Chiropractor) for PREVENTIVE SERVICES</p>	<p>After \$10 (\$20 in 2011) copay per VISIT or EXAM and deductible: 100% of NETWORK discounted amount. Limited for ages 2 and older to one physical or school-required EXAM and two gynecological EXAMS per YEAR combined for NETWORK and out of NETWORK.</p> <p>Vision EXAMS: after \$10 copay per VISIT or EXAM and deductible, limited to \$80 maximum benefit combined for NETWORK and out of NETWORK (by PHYSICIAN or optometrist), then 100% of NETWORK discounted amount.</p> <p>Copay waived for:</p> <ol style="list-style-type: none"> one routine physical EXAM or school-required EXAM per YEAR one gynecological EXAM per YEAR; well-baby EXAMS up to age 2; x-ray and lab technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists) including screenings such as mammography, pap smear, colonoscopy, and prostate; routine immunizations and vaccines; and injectable birth control. <p>Above waivers for annual limits on EXAMS are combined for NETWORK and out of NETWORK.</p> <p>Convenience Clinics: 2010: No co-pay. Charges do not apply to deductible Effective 7/1/2011: \$10 co-pay per VISIT or EXAM. Charges do not apply to deductible.</p>	<p>After \$25 copay per VISIT or EXAM and deductible: 80% of billed amount not to exceed PREVAILING FEE level for such type of service. Limited for ages 2 and older to one physical or school-required EXAM and two gynecological EXAMS per YEAR combined for NETWORK and out of NETWORK.</p> <p>Vision EXAMS: after \$10 copay per VISIT or EXAM and in-network deductible, limited to \$80 maximum benefit combined for NETWORK and out of NETWORK (by PHYSICIAN or optometrist), then 80% of billed amount not to exceed PREVAILING FEE level for such type of service.</p> <p>Copay waived for:</p> <ol style="list-style-type: none"> one routine physical EXAM or school-required EXAM per YEAR, one gynecological EXAM per YEAR; well-baby EXAMS up to age 2; x-ray and lab technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists) including screenings such as mammography, pap smear, colonoscopy, and prostate; routine immunizations and vaccines; and injectable birth control. <p>Above waivers for annual limits on EXAMS are combined for NETWORK and out of NETWORK.</p> <p>Convenience Clinics: 2010: No co-pay. 80% of billed amount not to exceed PREVAILING FEE level for such service. Charges do not apply to deductible. Effective 7/1/2011: After \$10 co-pay per VISIT or EXAM 80% of billed amount not to exceed PREVAILING FEE level for such service. Charges do not apply to deductible.</p>
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<p>15. Surgeon (incl. Obstetrician), not oral or dental surgery (see row 27 below).</p>	<p>After \$10 copay (\$20 in 2011) per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of NETWORK discounted amount, including services for URGENT CARE.</p> <p>For an EMERGENCY, see row 6 above.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> a. x-ray and lab technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists), and b. anesthesiologist services. <p>Precertification notice recommended for SURGERY when performed outside of a PHYSICIAN'S office (other than diagnostic endoscopies such as colonoscopy).</p>	<p>After \$25 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of billed amount, not to exceed PREVAILING FEE for such type of service, including services for URGENT CARE.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after \$10 copay (\$20 in 2011) per VIST or EXAM and in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay. Copay waived for:</p> <ul style="list-style-type: none"> a. x-ray and lab technical and professional PHYSICIAN testing services (interpretive services of pathologists and radiologists), and b. anesthesiologist services <p>Precertification notice recommended for SURGERY when performed outside of a PHYSICIAN'S office (other than diagnostic endoscopies such as colonoscopy).</p>
<p>16. Chiropractic for DISABILITY</p>	<p>After \$10 copay (\$20 in 2011) amount per daily VISIT and/or EXAM and deductible, 100% of NETWORK discounted amount with no limit for VISITS and EXAMS when MEDICALLY NECESSARY, including services for URGENT CARE..</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After \$25 copay amount per daily VISIT and/or EXAM, and deductible, up to 18 service VISITS per YEAR, with no MEDICAL NECESSITY standard, 100% of billed amount, not to exceed PREVAILING FEE for such type of service, including services for URGENT CARE..</p>
<p>17. Therapy Services for DISABILITY (non-PHYSICIAN) including:</p> <ul style="list-style-type: none"> a. radiation therapy; b. chemotherapy; c. dialysis treatments; d. physical therapy; e. respiratory therapy; f. occupational therapy; g. speech therapy; and h. CARDIAC rehabilitation phases I. & II. 	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE for such type of service.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.</p> <p>Precertification notice recommended</p> <p>MAINTENANCE SERVICES are excluded.</p>

<p>18. Drugs requiring a prescription for DISABILITY, contraception, MENTAL ILLNESS and CHEMICAL DEPENDENCY</p>	<p>Deductible not applicable. Coverage for drugs on the DRUG FORMULARY list:</p> <p>Retail store network:</p> <ul style="list-style-type: none"> ➤ Generic: \$10 copay ➤ Brand: 120 copay for up to a 30-day supply. <p>If a COVERED PERSON elects a brand when a GENERIC-EQUIVALENT DRUG is available, then the copay is 40% of brand-name drug price, not to exceed \$30 for each 30-day supply, or \$60 for each 90-day supply, unless such brand is determined to be medically appropriate.</p> <p>Home delivery via mail: Quantities are limited for up to a 90-day supply as appropriate for the type of drug. Two monthly copay amounts apply per 90-day prescription for generic and brand name. When a drug is prescribed for chronic medical conditions, a COVERED PERSON is allowed an initial trial period at a network retail store to confirm the drug's compatibility and effectiveness. Thereafter, coverage for designated maintenance-type drugs is limited to such home delivery method.</p> <p>Routine oral birth control is covered after applicable copay.</p> <p>Insulin and diabetic supplies are covered at 100% after the generic drug copay.</p> <p>Precertification (or prior authorization, PA) for MEDICAL NECESSITY applies to some expensive types of drugs. Coverage for non-formulary drugs may be approved via precertification (or PA) request based on special patient needs.</p> <p>Excluded are drugs:</p> <ul style="list-style-type: none"> a. for sexual dysfunction (other than related to organic disease or directly caused by prior allowable SURGERY), b. for infertility, c. determined to be EXPERIMENTAL or not of established medical value, and d. for which a comparable over-the-counter drug is available (such as nutritional supplements and when the FDA ends the status of requiring a prescription for a drug). 	<p>Generally not applicable or covered. However, coverage may be available:</p> <ul style="list-style-type: none"> a. if an allowable special drug is not available from a NETWORK Pharmacy and is therefore obtained out of the NETWORK, or b. in connection with EMERGENCY services when it is not reasonable to obtain from a NETWORK Pharmacy. <p>Such claims must be paid by the COVERED PERSON at the point of service and then submitted by the COVERED PERSON to the drug claim administrator for reimbursement.</p>
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<p>19. SKILLED NURSING FACILITY</p>	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum benefit of 60 days per YEAR combined for NETWORK and out of NETWORK. Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Maximum benefit of 60 days per YEAR combined for NETWORK and out of NETWORK. Precertification notice recommended.</p>
<p>20. HOME HEALTHCARE PROVIDER</p>	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum benefit of 40 VISITS per YEAR combined for NETWORK and out of NETWORK. Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Maximum benefit of 40 VISITS per YEAR combined for NETWORK and out of NETWORK. Precertification notice recommended.</p>
<p>21. HOSPICE CARE</p>	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum benefit of 180 daily visits per lifetime combined for NETWORK and out of NETWORK. Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Maximum benefit of 180 daily visits per lifetime combined for NETWORK and out of NETWORK. Precertification notice recommended.</p>
<p>22. DURABLE MEDICAL EQUIPMENT and limited MEDICAL SUPPLIES</p>	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended for rental or purchase.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of equipment or supply item.</p> <p>Precertification notice recommended for rental or purchase.</p>
<p>23. Dental Preventive or Diagnostic Services</p>	<p>No benefits except to the extent the PLAN provides coverage for diagnostic services required for allowable types of dental and TMJ services stated below.</p>	<p>No benefits except to the extent the PLAN provides coverage for diagnostic services required for allowable types of dental and TMJ services stated below.</p>

<p>24. Basic Dental Restorative Services when FUNCTIONALLY NECESSARY</p>	<p>No benefits except to the extent the PLAN provides coverage services required due to:</p> <ul style="list-style-type: none"> a. oral SURGERY, b. TMJ, and c. repair or replacement of a natural tooth injured by blunt external force other than chewing, within six months of such injury. <p>Coverage applies after \$10 copay (\$20 in 2011) per VISIT or EXAM (when a separate EXAM or VISIT fee is billed) and deductible: 100% of NETWORK discounted amount.</p> <p>For an EMERGENCY, see row 6 above</p> <p>Precertification notice recommended.</p>	<p>No benefits except to the extent the PLAN provides coverage for services required due to:</p> <ul style="list-style-type: none"> a. oral SURGERY, b. TMJ, and c. repair or replacement of a natural tooth injured by blunt external force other than chewing, within six months of such injury. <p>Coverage applies after \$25 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed) and deductible: 100% of billed amount, not to exceed PREVAILING FEE level for such type of service.*</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after above \$10 copay (\$20 in 2011) per VISIT or EXAM and in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.</p> <p>Precertification notice recommended.</p> <p>*Note: Should service not be available in network, \$10 copay (\$20 in 2011), in-network deductible, and PREVAILING FEE level would apply.</p>
<p>25. Major Dental Restorative Services when FUNCTIONALLY NECESSARY</p>	<p>Limited to simple non-cutting extraction of a natural erupted tooth and the initial replacement with an artificial tooth (including initial partial dentures or bridgework), after \$10 copay (\$20 in 2011) per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of NETWORK discounted amount.</p> <p>Precertification notice recommended.</p>	<p>Limited to simple non-cutting extraction of a natural erupted tooth and the initial replacement with an artificial tooth (including initial partial dentures or bridgework), after \$25 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.*</p> <p>Precertification notice recommended.</p> <p>*Note: Should service not be available in network, \$10 copay (\$20 in 2011), in-network deductible, and PREVAILING FEE level would apply.</p>
<p>26. Orthodontia (Braces)</p>	<p>No benefits</p>	<p>No benefits</p>

<p>27. Oral or dental SURGERY and TMJ disorder</p>	<p>Limited to 15 specific types of procedures and surgical TMJ services. After \$10 copay (\$20 in 2011) per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of NETWORK discounted amount.</p> <p>For an EMERGENCY, see row 6 above.</p> <p>Maximum for temporomandibular joint (TMJ) disorder is \$1,250 per YEAR for non-surgical services, combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>	<p>Limited to 15 specific types of procedures and surgical TMJ services. After \$25 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>For EMERGENCY HOSPITAL OUTPATIENT services, see row 6 above. For EMERGENCY INPATIENT services: after \$10 copay (\$20 in 2011) per VISIT or EXAM and in-network deductible, 100% of billed amount applies for services originating from HOSPITAL OUTPATIENT emergency department through any immediately succeeding INPATIENT stay.*</p> <p>Maximum for temporomandibular joint (TMJ) disorder is \$1,250 per YEAR for non-surgical services, combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p> <p>*Note: Should service not be available in network, \$10 copay (\$20 in 2011), in-network deductible, and PREVAILING FEE level would apply.</p>
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COVERED EMPLOYEES and **COVERED RETIRED EMPLOYEES** with a permanent residence outside of the local service area of the **NETWORKS** will have coverage for out-of-**NETWORK** providers generally covered at 100% of the billed amounts not to exceed the **PREVAILING FEE** level for such type of service after application of copay amounts and deductible.

** **NETWORK**: Means the **HEALTHCARE PROVIDERS** and pharmacies under contract with the preferred provider networks selected by the **CITY** to provide specified services to **COVERED PERSONS** for pre-established fees incorporating a discount A referral by a **NETWORK PHYSICIAN** to any out-of-**NETWORK** provider does not change the level of coverage as if such out-of-**NETWORK** provider was in the **NETWORK** except when such specialty type of service is not available in the **NETWORK** as determined by the medical director of the **NETWORK** and the **UTILIZATION REVIEW ORGANIZATION***

Use of capitalized words means there is a formal definition included in the Master Plan Document. This table is a summary that has been drafted to be consistent with text in the Master Plan Document. If there is a conflict between this summary and the more complete Master Plan Document, then the Master Plan Document will control.

SCHEDULE A-2

JANUARY 1, 2010 VSAP RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 PATROL OFFICER - 75 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F	G	H
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	2	3	10	15	20	28
1ST SHIFT	21.39	21.85	22.32	25.69	26.46	27.23	27.99	28.77
2ND SHIFT	21.58	22.04	22.51	25.88	26.65	27.42	28.18	28.96
3RD SHIFT	21.64	22.10	22.57	25.94	26.71	27.48	28.24	29.02
4TH SHIFT	21.69	22.15	22.62	25.99	26.76	27.53	28.29	29.07

JANUARY 1, 2010 VSAP RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 POLICE INVESTIGATOR - 75 HOUR BI-WEEKLY

STEP	A	10	15	20	28
YEARS	0	10	15	20	28
1ST SHIFT	28.07	28.91	29.74	30.59	31.43
2ND SHIFT	28.26	29.1	29.93	30.78	31.62
3RD SHIFT	28.32	29.16	29.99	30.84	31.68
4TH SHIFT	28.37	29.21	30.04	30.89	31.73

SCHEDULE B-1

JANUARY 1, 2011 BASE RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 PATROL OFFICER - 75 HOUR BI-WEEKLY

STEP	A	B	C	D	E	F	G	H
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	2	3	10	15	20	27
HOURLY RATE	21.53	22.00	22.47	25.88	26.65	27.43	28.20	28.99

JANUARY 1, 2011 BASE RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 POLICE INVESTIGATOR - 75 HOUR BI-WEEKLY

STEP	A
YEARS	0
HOURLY RATE	28.28
	29.13
	29.97
	30.83
	31.67

SCHEDULE B-2

JANUARY 1, 2011 VSAP RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 PATROL OFFICER - 75 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F	G	H
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	2	3	10	15	20	27
1ST SHIFT	21.60	22.07	22.54	25.95	26.72	27.50	28.27	29.06
2ND SHIFT	21.79	22.26	22.73	26.14	26.91	27.69	28.46	29.25
3RD SHIFT	21.85	22.32	22.79	26.20	26.97	27.75	28.52	29.31
4TH SHIFT	21.90	22.37	22.84	26.25	27.02	27.80	28.57	29.36

JANUARY 1, 2011 VSAP RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 POLICE INVESTIGATOR - 75 HOUR BI-WEEKLY

STEP	A	10	15	20	27
YEARS	0	10	15	20	27
1ST SHIFT	28.35	29.20	30.04	30.90	31.74
2ND SHIFT	28.54	29.39	30.23	31.09	31.93
3RD SHIFT	28.60	29.45	30.29	31.15	31.99
4TH SHIFT	28.65	29.50	30.34	31.20	32.04

SCHEDULE C-1

JULY 1, 2011 BASE RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 PATROL OFFICER - 75 HOUR BI-WEEKLY

STEP	A	B	C	D	E	F	G	H
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	2	3	10	15	20	27
HOURLY RATE	21.75	22.22	22.69	26.14	26.92	27.70	28.48	29.28

JULY 1, 2011 BASE RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 POLICE INVESTIGATOR - 75 HOUR BI-WEEKLY

STEP	A
YEARS	0
HOURLY RATE	28.56
	29.42
	30.27
	31.14
	31.99

SCHEDULE C-2

JULY 1, 2011 VSAP RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 PATROL OFFICER - 75 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F	G	H
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	2	3	10	15	20	27
1ST SHIFT	21.82	22.29	22.76	26.21	26.99	27.77	28.55	29.35
2ND SHIFT	22.01	22.48	22.95	26.40	27.18	27.96	28.74	29.54
3RD SHIFT	22.07	22.54	23.01	26.46	27.24	28.02	28.80	29.60
4TH SHIFT	22.12	22.59	23.06	26.51	27.29	28.07	28.85	29.65

JULY 1, 2011 VSAP RATES
 LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
 POLICE INVESTIGATOR - 75 HOUR BI-WEEKLY

STEP	A	10	15	20	27
YEARS	0	10	15	20	27
1ST SHIFT	28.63	29.49	30.34	31.21	32.06
2ND SHIFT	28.82	29.68	30.53	31.40	32.25
3RD SHIFT	28.88	29.74	30.59	31.46	32.31
4TH SHIFT	28.93	29.79	30.64	31.51	32.36

MEMORANDUM OF UNDERSTANDING #1

Extra Work Assignments

WHEREAS, certain police officers represented by the La Crosse Professional Police Officers Association participate in voluntary work assignments to provide security services for the Civic Center, schools and other requests for security which shall be mutually agreed upon between the Chief of Police and the Association President or his designee,

WHEREAS, such community activity managers must request and seek approval for such services from the Chief of La Crosse Police Department prior to any voluntary assignments.

WHEREAS, such approved requests shall be posted, including the name of the event, the date, time and place and the number of hours to be worked.

NOW, THEREFORE BE IT RESOLVED, that such officers providing security services shall be paid at time and one-half (1 1/2) the regular hourly rate for the affected officer, and further, that such officers shall be paid from the City's regular payroll account and as such receive fringe benefits usually associated with such payment. The regular hourly rate shall be defined as the rate that the officer is currently receiving for his or her work at the City at the time of such extra work assignment.

BE IT FURTHER RESOLVED, that overtime provisions in the work agreement between the Association and the City be hereby waived for the above voluntary work assignments.

MEMORANDUM OF UNDERSTANDING #2

Court Uniform

Officers who appear in court shall be permitted to wear a court uniform consisting of a navy blue sport coat with agreed upon insignia, and gray slacks to enable the officers to carry a concealed weapon into the courtroom.

MEMORANDUM OF UNDERSTANDING #3

Bullet Proof Vests

The City shall provide and maintain at all times at City cost a protective vest to each officer. Each officer shall be permitted to pick the vest of his/her choice of those approved brands/models provided by management. The vest shall be City property.

All sworn personnel involved in street operations listed below SHALL wear body armor.

1. Any pre-planned operation at a location where officers have reason to believe an individual may use a firearm to resist.
2. Serving a search warrant at a location where officers have reason to believe a felony suspect may be present.
3. Serving a felony arrest warrant on a suspect not in custody.

4. Tactical operations.
 - a. The officer in charge will specify which officers will wear external bulletproof vests, if any.
 - b. All other officers involved in tactical operations shall wear concealable body armor.
5. All sworn personnel working in the field shall carry soft body armor in the vehicle to which they are assigned.
 - a. Exceptions are while on foot patrol or assigned to cycle operations. Officers are encouraged to wear their body armor in these instances.
 - b. This sub-section pertains to all sworn personnel regardless of rank or title when they are in the field

MEMORANDUM OF UNDERSTANDING #4

Weapons

The City shall provide and maintain at all times a weapon for each officer. The weapon provided will be that which is recommended by the Chief of Police of the City of La Crosse.

MEMORANDUM OF UNDERSTANDING #5

Beards

Employees shall be permitted to wear beards. The beards shall be no longer than one-half inch and be neat and well groomed at all times. The beard style shall be as described in present policy.

MEMORANDUM OF UNDERSTANDING #6

Off-Duty Weapons

Officers shall be permitted to carry off-duty weapons under the following conditions:

- a. They notify the Chief of the fact that they intend to carry off-duty weapons.
- b. They qualify with the off-duty weapon.

MEMORANDUM OF UNDERSTANDING #7

Drug Testing

The parties agree to the drug testing program described below unless preempted by federal or state legislation.

1. PURPOSE

The Department's concerns are such that it is of paramount public interest to protect the public and to provide a safe working environment by ensuring that its personnel are fit for duty. The intent of this order is not only to identify an employee with a problem, but to correct the problem constructively.

The Department views chemical screening as an integral part of its concerns for the public we serve and its employees. However, it also recognizes the individual's reasonable expectation of privacy from unreasonable intrusions by his/her employer. In balancing these two issues, it is our intent to act in these matters only based upon reasonable individualized suspicion for employees. The exceptions to this are covered herein.

2. ENTRY LEVEL SCREENING

- A. All candidates for employment shall be required to submit to a screening of their blood and/or urine as a part of the pre-employment screening process. Refusing to submit or have a confirmed positive test for illegal prohibited drugs/controlled substances may be grounds for immediate disqualification.
- B. Subsequent screening(s) shall be required of all new employees prior to the completion of their probationary period. Refusals or confirmed positive tests may invoke immediate dismissal from the Department.

3. DRUG ENFORCEMENT ASSIGNMENT

- A. Sworn personnel primarily assigned to drug enforcement duties shall be required to submit to a chemical screening prior to accepting the assignment, and random screening during the assignment.
 - 1. The employee will execute a written agreement stating that he/she consents to a chemical screening.
 - 2. This agreement will expire upon completion of the assignment.

4. REASONABLE INDIVIDUALIZED SUSPICION - SCREENING

- A. Whenever possible, two observing supervisors shall consider an employee's behavior on duty that may be indicative of drug/alcohol use in making a determination whether reasonable individualized suspicion exists.

1. Third party observations/claims shall not warrant immediate screening of an employee.
 2. Any employee can enact this process through a non-involved supervisor where the employee has a reasonable basis to believe that another employee is illegally using or under the influence of a drug/narcotic/chemical while in the work place.
 3. Definition - Reasonable Individualized Suspicion: A basis upon which employees will be required to undergo a chemical screening. It shall be based on objective facts that the employee is using or is under the influence of a chemical in the work place based upon the observations and/or investigation of supervisors.
- B. ONLY the personal observations and/or investigation by a supervisor shall warrant testing. When more than one supervisor is on duty, a minimum of two supervisors will make such observations and must concur with testing prior to any screening. When only one supervisor is on duty, he/she will call his/her Bureau Director or Deputy Chief to get such concurrence.
- C. All observations and the investigations will be documented on the Screening Supervisory Report.
1. Immediately prior to any testing based upon reasonable individualized suspicion, the supervisor will issue a written advisory to the employee stating that the requested test is based upon causes briefly defined therein.
 2. The employee will sign and date the advisory, as will the supervisor. The employee shall receive a copy of the advisory. The testing process will occur regardless of whether or not the employee signs.
- D. NOTE: Unusual behavior may be caused by a number of reasons unrelated to chemical influence.

5. PRESCRIPTION AND NON-PRESCRIPTION DRUGS/MEDICATION

- A. An employee using a drug/medication that he/she feels may affect his/her performance shall inform his/her supervisor prior to coming on duty of such drugs/medication and possible side effects.
- B. This information will be held confidential by the immediate supervisors and the employee.
- C. It is the responsibility of the employee to advise the supervisor requesting a chemical screening that he/she is or has taken within the past 72 hours prescription or non-prescription drugs or medications, if this is true.
 1. The employee shall specify the type of medication, amount taken, and time frame that such drugs were taken.
 2. This information shall be provided prior to any test or screening process.

3. Written verification of lawful possession/use as recommended by a doctor or the manufacturer will be supplied to the supervisor within 48 hours after testing. The Department requires employees who are tested to provide evidence within 48 hours that all prescription medication was lawfully obtained through a person authorized by law.
 5. Any employee using another person's prescription medication may be deemed to have illegal possession if the substance is controlled by law, and subject to disciplinary proceedings, prosecution, or as otherwise authorized by the Chief.
- D. The involved employee may be withheld from the work place until such time as he/she presents the Department with written documentation that he/she was in legal possession of the medication/drug and within stated dosage. This section pertains only to cases of a confirmed positive test of an employee relevant to chemicals under "V".

6.BLOOD AND URINE SPECIMENS

- A. All specimens will be collected in a medically approved manner by a trained person under medically approved conditions.
1. Urine specimens will be obtained in a manner that provides integrity of the specimen and concern for the employee.
 2. Only sterile vials provided by the medical facility for tests shall be used for specimens.
- B. Specimen Amount Required. A minimum of 60 milliliters of urine and/or a minimum of 20 milliliters of blood is required for chemical screenings. This will afford sufficient amounts for Department testing and that of an employee, should he/she desire a re-test.
- C. All blood or urine specimens will be conveyed to the U.S. Postal Service and sent certified mail to the testing laboratory. To insure confidentiality, labeling of specimens will include only the employee's code number.
- D. Approved Testing Facility.
1. The facility used by the Department will:
 - a. Be required to perform all required testing.
 - b. Provide a secure area to accommodate specimens.
 - c. Be subject to approval by the authorized representatives of the Department and the Associations, as selected by the Chief and the Associations. Neither party may arbitrarily withhold approval of a site.
 2. The Department will have the right to inspect the facility to ascertain

compliance with its requirement. This right also applies to the Association.

- E. All initial and confirmation tests shall be at Department expense. Initial and confirmation tests will be done by approved medical standardized tests.
 - F. A member having a confirmed positive screening may request to have an additional test conducted at his/her expense and at a laboratory of his/her choice.
 - 1. a written request to the Chief must be made within three business days after the employee was advised of the test results.
 - 2. The sealed specimen will be transmitted to the employee's requested laboratory at his/her expense.
 - 3. Written retest results will be provided to the Chief by the employee within ten days after the specimen was delivered to the employee's selected laboratory.
7. BREATH ANALYSIS
- A. The supervisor(s) may utilize either or both the preliminary breath test and the intoxilyzer as appropriate in his/her investigation with results documented in his/her investigation.
 - B. All testing will be in compliance with accepted procedures. Such tests will not be the sole determinant for warranting further tests.
8. SCREENING RESULTS
- A. All correspondence from any laboratory addressed to the Chief will immediately be forwarded to that office.
 - B. The Chief will forward a copy of the test results to the employee.
 - C. All results will be CONFIDENTIAL, with dissemination limited to those having the expressed consent of the Chief and as required in counseling or treatment.
 - D. When an employee has test results that were negative, within sixty days of being advised of the results, such results will be purged from the employee's personnel file.
 - E. All confirmed positive specimens will be retained for identification purposes at the City's authorized laboratory for six months unless notified by the Chief authorizing otherwise. Employees who have a separate test shall also be required to retain that result for six months.
9. EMPLOYEE ASSISTANCE PROGRAM (EAP)
- A. Voluntary Participation in EAP.
 - 1. A Department employee having a drug/alcohol problem may voluntarily participate in EAP provided that:

- a. Voluntary participation is only a one-time offer.
 - b. The employee may not volunteer after such participation has been mandated by the Department.
2. The progression of participation in EAP under this order may be:
- a. Voluntary by the employee.
 - b. Mandatory by the Department.
 - c. Final disciplinary action.
- B. The Department, upon confirmation of a positive chemical test of an employee, may suspend him/her and will attempt to assist the employee by referring him/her to the EAP for further assessment or referral to appropriate counseling or treatment.
- C. If the employee fails to utilize the assistance to overcome his/her problems and/or fails to make reasonable progress as determined by treatment personnel, continues to perform in a sub-standard manner, or continues being under the influence of chemicals in the work place, then he/she will be considered a safety hazard. This shall result in corrective action which may include termination.
- D. Assistance rendered under the program is confidential other than the employee signing a consent to release progress reports to the Chief.

10. DEPARTMENT ACTIONS

- A. Corrective action may be taken against an employee found to be under the influence or in unauthorized possession of chemicals in the work place.

The extent of discipline is dependent upon the following factors:

- 1. Type of violation.
 - 2. Severity.
 - 3. Prior like violations.
 - 4. Prior service record.
 - 5. Defiance, carelessness.
- B. Severity of violation may invoke dismissal at any point, regardless of the number of prior violations of a like nature.
- C. On any action, EAP counseling and follow-up may be applied.
- D. If an employee refuses to submit to chemical screening, the supervisor will notify the Chief or Deputy Chief immediately. If warranted, the supervisor may relieve the employee from duty. This will be with pay, pending review by the Chief of

the investigation and of the refusal to submit to screening.

11.SUPERVISORY TRAINING

Each supervisor from Sergeant through Captain will be required to participate in chemical abuse identification training. The training will be conducted by qualified people in the following areas:

- A. Medical. Understanding chemical abuse/use; Symptoms of chemical abuse/use; Articulation of symptoms and facts; Documentation; Testing procedure-an overview; Employee Assistance Program.
- B. Legal. Constitutional Overview; Civil Liability; Corruption Potential.

MEMORANDUM OF UNDERSTANDING #8

Voluntary Dental Plan

Effective January 1, 2005, the City agrees to provide administrative services only for a Union sponsored voluntary dental plan made available to bargaining unit members.

MEMORANDUM OF UNDERSTANDING #9

Exceptions to Continuous Service for Retiree Medical Benefit Plan Coverage

All employees who left full time service with the City and then returned to full time employment prior to July 1, 2004, shall be exempt from the continuous employment requirement found in Article W, E1, Paragraph 2.

Only full time employment with the City will be counted towards the years of service requirement in order to receive retiree Medical Benefit Plan coverage (i.e. part-time employment is not considered).

MEMORANDUM OF UNDERSTANDING #10
K-9 PROGRAM

September 27, 2010


Dale Gerbig, President
La Crosse Professional Police Non-Supervisory Association

Dear Dale:


This is to confirm the understanding reached in negotiations for the 2010-2011 collective bargaining agreement. The parties agreed that the La Crosse Police K-9 Program as described in the attached document shall be made part of the 2010-2011 collective bargaining agreement.

It is further agreed that this Memorandum of Understanding is a pilot program which specifically sunsets on December 31st, 2011, unless it is extended by mutual agreement of the parties.

AGREEMENT



Dale Gerbig 12-01-10
President, LPPNSA date



Wendy K. Oestreich 12-2-10
Director of Human Resources date
City of La Crosse

La Crosse Police K-9 Program

1. Employees assigned as canine handlers will be granted additional compensation to care for their assigned dog. Canine handlers will receive one half-hour of compensation for work time related to the caring of the dog at home, including, but not limited to, training, exercise, feeding, grooming, cleaning the assigned vehicle, cleaning the kennel, and kennel upkeep. The employee shall receive his or her regular rate of pay, as set forth in the applicable Collective Bargaining Agreement. The one half-hour of compensation shall be in addition to compensation for the regular assigned shifts and any overtime compensation associated with being held over for duty related matters. The one half-hour of compensation shall apply on off days and leave days, unless otherwise stated in this agreement. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior supervisory approval and will be paid under Article XIV — Overtime of the Labor Agreement. The one half hour per day of compensation shall be paid on the last day of the month for all applicable days minus any days that the dog is kenneled at the City's expense.
2. The City of La Crosse shall be responsible for expenses related to its dog's care and maintenance including food, as deemed necessary by the City; e.g., outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and medical visits. The immunizations and medical needs shall be provided by the City's chosen veterinarian, with prior approval, absent exigent circumstances. Decisions regarding the medical treatment for the canine will be made by the City.
3. The City of La Crosse shall determine the appropriate training related to the canine handler and dog.
4. Employees assigned as canine handlers will not receive compensation for commuting to work, either under normal circumstances or those associated with recall.
5. Employees selected to be canine handlers must make a 3 year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. The Chief of Police may reduce this time at his/her discretion.
6. Canine handlers will be provided an appropriately equipped canine take home vehicle and must live within a fifteen (15) mile radius of the City of La Crosse.
7. The City reserves the right to determine the shift assignment of the canine handler. In doing so the assigned shift will fall between the hours of 7:00 a.m. and 7:00 p.m.; 2:00 p.m. — 2:00 a.m.; and 7:00 p.m. and 7:00 a.m.
8. An employee assigned as a canine handler will be required to carry a department issued cellular telephone or pager during off-duty hours, unless on a scheduled leave day or with prior approval of his or her supervisor.
9. If the employee or the dog are unable to perform in their respective capacities because of circumstances that remove them from work; e.g., illness or injury, the department reserves the right to terminate the assignment or reassign the dog to another handler. The

one half hour of compensation awarded for care and maintenance of the canine will not apply if a handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is assigned.

10. When the dog's service life as a police canine has been exhausted, the employee assigned as the dog's handler at that time shall be allowed to purchase the dog for \$1.00. The final determination of a dog's useful service life shall be made by the Chief of Police or his/her designee. If, upon conclusion of an employee's assignment as a canine handler, the canine has a useful service life remaining, it shall be the decision of the Chief of Police to retire or reassign the dog. In the event ownership of the canine is transferred to the handler, the one half hour of compensation for care and maintenance of the canine, as well as any additional financial support for the direct care and maintenance of the dog will cease. Any assets owned by the City will be returned to the City.
11. The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off of one (1) week or more will be born by the City. Kenneling services necessitated by any time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor/individual who will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The one half hour of compensation awarded for care and maintenance of the canine shall not apply when the dog is being kenneled at the City's expense
12. All compensation earned under this M.O.U. shall be paid at the applicable overtime rate.

MEMORANDUM OF UNDERSTANDING #13
DEFINITION OF OVERTIME FOR VOLUNTARY TRAINING

September 15, 2010

Dale Gerbig
President, LPPNSA

Dear Dale:

This is to confirm the understandings reached between the parties regarding the definition of overtime under Article XIV for the purposes of voluntary training.

Effective April 1, 2011 when members are engaged in voluntary training, overtime shall only be paid as follows:

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

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

Mandatory training shall be defined as training that is required by the Department, by Training and Standards, or any training required to obtain or maintain certain department approved certifications or level of competencies established as necessary by the Department.

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

It is further understood that this Memorandum of Understanding is a pilot program which specifically sunsets on December 31, 2011, unless it is extended by mutual agreement by both parties.

AGREEMENT

Dale Gerbig 12-01-10
Dale Gerbig date
President, LPPNSA

Wendy K Oestreich 12-2-10
Wendy K. Oestreich date
Director of Human Resources
City of La Crosse