

Agreement between the

Village of Lake Hallie

and the

Village of Lake Hallie LOCAL

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS

DIVISION

2024-2026

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, hereinafter referred to as the "Association," and the Village of Lake Hallie, hereinafter referred to as the "Employer," its successors and assigns.

ARTICLE 1 – RECOGNITION AND DUES DEDUCTIONS

Section 1. The Employer recognizes and acknowledges that the Association, its agents, representatives, or successors, is the sole and exclusive bargaining agent for all regular full time police officers with the power of arrest employed by the Village of Lake Hallie, excluding the Chief, clerical, supervisory, confidential, and all other employees.

Section 2. 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 whenever the Commission finds that the Association has denied an employee membership because of race, color, creed, or sex.

Section 3. The Association will represent all the employees in the bargaining unit, members and non-members, fairly and equally and, therefore, all employees who submit a voluntary signed dues deduction form to the Village shall pay dues set by the Association.

Section 4. The Employer agrees to deduct the amount of dues certified by the Association as the amount required of its members from the earnings of the employees with a voluntary dues deduction form on file affected by this Agreement and pay the amount so deducted to the Association on or before the end of the month in which the deduction is made. When an employee who is subject to the foregoing checkoff is not on the payroll during the period in which the deduction is to be made, or who has no earnings or insufficient earnings during said period, or is on a Leave of Absence, the employee must make arrangements with the Association to pay said dues in advance. If an employee wishes to quit being a voluntary dues paying

member they need to submit such in writing to the Village clerk, Local President or the WPPA.

ARTICLE 2 – CONDITIONS OF EMPLOYMENT – PROBATIONARY PERIOD

Section 1. A new employee shall work under the provisions of this Agreement but shall be employed on a 1.5 (18 months) year trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Association members. After 1.5 (18 months) years, the employee may be promoted to an Officer 1 position upon approval of the Police Commission.

Section 2. During the probationary period the pay rate will be at 90% of the full Officer I pay. The board reserves the right to adjust the starting pay rate; not to exceed or be less than the existing contractual pay scale.

Section 3. Employees will earn .5 of day of sick leave per calendar month during probationary period.

ARTICLE 3 – UNIFORMS

Section 1. At the commencement of employment each full-time officer shall be issued uniforms and equipment as defined in Exhibit "B" which shall at all times remain the property of the Village of Lake Hallie. Items which are approved by the Chief of Police, even though not listed in Exhibit "B", will be paid for the Board out of the current clothing allowance. On January 1 of the officer's second year of employment, each full-time officer shall receive an annual uniform and equipment maintenance allowance of five hundred dollars (\$500.00), which shall be kept on account. The Uniform purchases must be from authorized uniform vendors. Payment will be made by the employer upon receipt of the vendor's bill. Excess payments at the end of the accounting period will be deducted from the employee's salary. Credit will be issued on an annual basis every January 1. The remaining balance may be carried from year to year.

The Village shall maintain all full-time officers' equipment - duty belt, holster, magazine pouch, handcuffs and case, flashlight holder, belt keepers, O.C. spray and holder, baton and holder, weapon, bullet-proof vest, and the replacement of the vest upon manufacturer's suggested replacement date, which amount shall not be deducted from the annual uniform and maintenance

allowance. Any officer who has his/her uniform damaged beyond repair, in the line of duty, may submit a request to the Chief for replacement at no cost to the officer. The Department may prescribe rules regarding wearing vests on duty. The selection of high-quality vests shall be mutually proposed by the Chief and the officers and approved by the Board. Those employees who have purchased (at their own expense) equipment/clothing will continue to use their personal equipment/clothing. If and when the Chief determines it appropriate to replace the equipment/clothing, the Village will purchase the replacement, the Village will take possession of the replaced equipment. When, in the future, the employee leaves Village employment, the Village will keep the Village's purchased replacement.

All uniforms and equipment shall be returned to the Village on cessation of employment.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1. The Village possesses the sole right to operate the Village Government and all management rights related thereto. These rights include but are not limited to the following:

1. To carry out and comply with statutory mandates and goals required of the Employer utilizing personnel methods and means in the most appropriate and efficient manner as possible.
2. Manage the employees, to hire, to promote, transfer, assign or retain employees, and in that regard the Police Chief may establish reasonable written work rules, which must be approved by the Board.
3. Provide progressive discipline including verbal consultant, written notice, and discipline actions.
4. Police chief may suspend an employee or place them on administrative leave pending a Police Commission hearing.
5. The village established a Police Commission and will comply with the Wisconsin State Statute Section 62.65.

ARTICLE 5 – DISCIPLINE AND DISCHARGE

Section 1. The Employer shall not discharge any employee without just cause and shall

give at least one (1) warning notice of the complaint, in writing, to the employee affected, and the Association. The Village and Association encourages progressive discipline however warning notices shall become null and void after a twelve (12) month period unless additional violations take place. No warning notice need be given to any employee before he is discharged if the cause of such discharge is dishonesty, or false statement, violation of departmental rules that do not conflict with the Agreement, drinking intoxicants or use of controlled substances while on duty, private use or abuse of Village vehicles, patrolling or operating outside of the Village of Lake Hallie without specific authority, unprovoked or profane language to other Village officials or the public, and abuse of sick leave. Any employee may request an investigation to his/her discharge and should such an investigation prove that an injustice has been done, in that he/she has not committed the act so claimed, the employee shall be reinstated. Any appeal must be in accordance with Article 8.

ARTICLE 6 – PHYSICAL REQUIREMENTS

Section 1. Prior to employment the employee shall submit a pre-employment physical which shall be paid for by the respective employee. Thereafter, the Employer shall have the right at any time to require any employee to submit to physical and medical examination at the expense of the Employer at a medical facility designated by the Employer. In the event the examination shows the employee not to be physically fit, he/she may be laid off without loss of seniority until such time as another physical or medical examination shows him/her physically fit to return to work. Reemployment rights under this Article shall terminate after twelve (12) months unless otherwise mutually agreed.

ARTICLE 7 – JOB STEWARDS AND/OR COMMITTEES

Section 1. The Employer recognizes the right of the Association to designate job stewards. The authority of job stewards so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

- (2) The collection of dues when authorized by appropriate local Association action.
- (3) The transmission of such messages and information which shall originate with and are authorized by the local Association or its officers, provided such messages and information:
 - (a) have been reduced to writing; or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the Employer's business.

Job stewards have no authority to take strike action or any other action interrupting the Employer's business except as authorized by official action of the Association.

The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Association liable for any unauthorized acts. The Employer, in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of the Agreement.

Section 2. Job stewards will be allowed to process grievances and other Association business while on the job, with the Police Chief's permission, providing they receive no added benefits over and above this Agreement from the Employer. The Association business of the steward while on the job be limited to a maximum of 1/8th of the stewards scheduled shift unless allowed by the Police Chief. No overtime pay will be granted by the employer to conduct business of the Association.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any difference or dispute regarding the interpretation, application, or enforcement of the terms of this Agreement. Grievances which arise by employees and/or their representatives shall be processed in the following manner and sequence:

- (1) The employee originating the grievance shall within ten (10) working days after the employee knew or should have known of the cause of such grievance, discuss the matter with the Chief, or he/she may submit the grievance to the steward who shall, in the

presence of the employee, discuss the matter with the Chief. The Chief shall respond within five (5) working days following the meeting.

- (2) If the issue is not resolved in Step (1) above, the employee shall, within ten (10) working days, reduce his/her grievance to writing and sign same, then the employee or steward shall present the written grievance to the Village President, and a copy of the grievance to the Village Clerk. The Village President shall respond in writing within ten (10) working days, and a copy of the response shall be presented to the Village Clerk.
- (3) Any grievance remaining unsettled after having been cleared through Steps (1) and (2) shall then be taken up between the Village Board and the Association, within ten (10) working days. All time limitations may be extended if either party is not available to meet. The Village Board shall respond, in writing, within ten (10) working days following the meeting between the parties.

Section 2. Any grievance not resolved as a result of the above-listed steps shall then be submitted to arbitration by either party as provided in Article 9 of this Agreement.

ARTICLE 9 – ARBITRATION

Section 1. The party desiring arbitration shall notify the other party within ten (10) working days of its desire to arbitrate the dispute, following the meeting between the parties. Either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. The parties shall alternately strike names from the list, and the person whose name remains on the list shall be notified of his/her appointment as arbitrator, by the Village and the Association. The Association shall exercise the first strike.

The arbitrator shall not have the authority to change, alter, or modify any of the terms or provisions of this Agreement.

The parties shall equally share the cost of the arbitrator. Each party shall bear the cost of its witnesses, transcripts, the preparation, and presentation of its own case.

Section 2. If agreed by both parties, Article 4, Section 1, Paragraph 5 can be used instead of the Wisconsin Employment Relations Commission's list of arbitrators.

ARTICLE 10 – LEAVE OF ABSENCE

Section 1. A reasonable leave of absence or in accordance with the Family Medical Leave Act shall be granted to any employee in case of sickness or other emergency approved by the Police Chief. Request for leave of absence shall be in writing.

Section 2. Any employee desiring a Leave of Absence from his/her employment shall secure a written Leave signed and approved by the Police Chief, with a copy to the Association, before taking a Leave of Absence. A maximum Leave of Absence shall be for thirty (30) days and may be extended by mutual agreement in accordance with Section 3.

Section 3. The local Association and the Police Chief shall agree on circumstances under which persons who leave the classification of work covered by this Agreement but remain in the employment of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express written agreement, such employee shall lose all seniority rights.

It is agreed that Leave of Absence granted under this Section shall preserve such seniority rights as the employee accumulated in the bargaining unit. It is also agreed that any Leave of Absence granted under this Section shall be limited to three (3) months' duration unless otherwise mutually agreed.

Section 4. Any employee going on Leave of Absence, as provided for in this Article, shall be required to make his/her own arrangements for payment of his Association dues.

ARTICLE 11 – FUNERAL LEAVE

Section 1. In case of death in the employee's immediate family (i.e. spouse, mother, father, sister, brother, children) the Police Chief shall grant such employee three (3) consecutive days off without loss of pay. In the case of death in the employee's immediate family (i.e. mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or any relative residing with the employee in the same house) the Police Chief shall grant such employee two (2) consecutive days off without loss of pay. In all cases the employee must attend the funeral to be eligible for the time off and prior to the taking of time off the employee shall give the Police Chief as much advance notice of the

circumstance as time may permit and an extension may be granted by mutual agreement. An extension may include the use of accrued time off including sick time or nonpaid time off.

ARTICLE 12 – FALSE ARREST INSURANCE AND EXPENSES

Section 1. The Employer agrees to pay for and provide the employees with False Arrest Insurance with coverage of not less than \$100,000.00.

ARTICLE 13 – SENIORITY

Section 1. Seniority rights for employees shall prevail in all matters of employment in this Agreement except or unless it is specifically noted in any Article or Section. For determination of seniority rights, the rule shall be that the oldest qualified employee in respect to his/her employment with the Employer in the bargaining unit, as defined in Section 2, is the senior employee and has seniority over anyone his/her junior who is hired after he/she was, as defined in Section 2. This shall continue down the list with the above interpretation. Therefore, any place in this Agreement that seniority is mentioned, unless qualified, it shall mean the oldest employee of the Employer in respect to length of employment with the Employer in the bargaining unit. Where no specific mention is made of seniority or any qualification, seniority shall prevail with the above ruling. It is also understood that should any employee leave the bargaining unit for any reason other than that which is granted in Section 2 of Article 10 entitled "Leave of Absence," he/she shall lose all seniority accumulated to date.

Section 2. Seniority is the period of continuous employment of an employee by the Employer, commencing with the first hour and date of work and including time for vacations, Leave of Absence, temporary layoff due to lack of work, military service as prescribed by law, or other mutual agreement, illness, and accident.

Section 3. The period of seniority shall commence with and be continuous from the first hour and date of employment. The period of seniority of an employee shall be forfeited if:

- (a) The employee is laid off and not reemployed within one (1) year from the date of layoff.
- (b) The employee leaves the employment of the Employer of his own volition.

(c) The employee is discharged for cause.

(d) The employee, after having been laid off, fails to notify the Employer within twenty-four (24) hours after delivery of notice of work to him, whether or not he will return to work; or if the employee, after notifying the Employer that he will return to work, fails to return to work within five (5) days from the date of delivery of Employer's notice. A letter posted by registered mail, with a return receipt to the employee's last known address according to the Employer's records, shall be sufficient notice. An employee shall not forfeit his seniority nor be subject to discharge if, having been laid off, he refuses within forty-eight (48) hours after receipt of work notice the Employer's offer to work of less than three (3) weeks' duration. No employee may refuse temporary work if he is unemployed.

Section 4. When layoffs are necessary, those employees with the least seniority shall be laid off first, provided those employees retained are capable of carrying on the operations. When employees are called back to work, those employees having the greatest seniority shall be recalled first, providing they, together with those on the job, are capable of carrying on the Department's usual operations.

Section 5. Employees working under federally financed programs will have seniority determined by availability of funds and/or position as directed by the Federal Funding Agency. Federally financed employees shall be entitled to all other benefits as provided in this Agreement. If retained by the Board for continued employment, their seniority shall be from their original date of employment.

Section 6. In filling vacancies, making promotions or new jobs created within the department, those employees with the most seniority shall be given preference, if qualified.

Section 7. Seniority shall apply in all matters, including overtime, except in emergencies, or where other terms of the contract apply or except where senior officers decline overtime work. The Chief or his designee has the exclusive authority to fill such overtime requirements in order of inverse seniority, or with part-time officers, in the event senior officers refuse available overtime. Overtime shall not be worked if in violation of the law.

Section 8. The Employer may utilize part-time officers without prior consent of the Association or employees or without duty to utilize currently employed officers in overtime capacity when:

1. Schedule open or unfilled shifts.
2. Shifts of officer while he/she is attending military drills or training.
3. Scheduled vacations.
4. Shift absences due to sick call or nonscheduled officer absences.
5. Fulfillment of required work is needed for grant supported programs.

ARTICLE 14 – HOLIDAYS

Section 1. Each employee covered by this Agreement shall be entitled to each of the following named paid holidays each year:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Independence Day | 6. Christmas Day |

Section 2. Employees required to work on a holiday shall receive time and one-half their regular straight time hourly rate for all hours worked on the holiday. Holiday time and one half starts for all shifts on the holiday and can continue into the next day. They shall also receive eight and one-half (8.5) hours' holiday pay.

Section 3. Because law enforcement is seven (7) days a week type of employment and its needs are particularly great on holiday weekends, the Employer may require the employees to work on any holiday of the year and they shall be paid in accordance with Section 2 above. For the purpose of computing overtime, holidays shall count as days worked.

Section 4. 27 1/2 personal floating hours may be used and scheduled as vacation.

ARTICLE 15 – SCHEDULES AND ON-CALL TIME

Section 1. All officers shall have a schedule of their hours three (3) weeks in advance whenever possible.

Section 2. Officers required to be on call because of employees on vacation or other emergency situations shall be compensated for all time actually spent on call, at the rate of one-half their regular rate.

Section 3. (a) The normal work cycle for patrol officers shall be 5 days on, 4 off, 4 on, 4 off (5-4,4-4) and the workday shall consist of ten and one-half (10 ½) hours. It is understood that this cycle does not always provide forty (40) hours in a calendar week. All time worked in excess of ten and one-half (10 ½) hours per day shall be paid at the rate of time and one-half (1 ½). The Employer, Village of Lake Hallie, reserves its authority to establish schedules of duty hours for patrol officers consistent with ten and a half (10 ½) hour shifts and the rotation previously listed.

(b) The employees understand and agree that the patrol persons will be paid straight time for the 10 ½ hour days which are reflected in the scheduling.

(c) The employee will be paid reference to 2,081 hours.

(d) It is understood and agreed that while the Association has requested twenty-six (26) even payroll payments in a year.

(e) It is agreed that regular employees will be utilized on the schedule first, except as noted

in Article 13, Section 9. The employees shall be required to work overtime as determined necessary by the Chief and as further defined in the Seniority article of this Agreement.

(f) Officers shall be allowed to accumulate comp time to a total of forty-two and one half (42.5) hours. Utilization of compensatory time shall be by mutual agreement and shall be paid at the rate of time and one-half. Time off for compensatory time will be on the basis of one and one-half (1½) hours off for each overtime hour worked.

(g) Officers' court appearances will be compensated at 2 hours minimum at the overtime rate. Court appearances cancelled within 24 hours of the scheduled date will be compensated for 2 hours at overtime rate.

Section 4. Normal work cycle for the detective position shall be Monday-Thursday, with hours of 8:00 a.m. – 5:45 p.m. and shall consist of nine and three-quarter (9¾) hours or 78 hours every two-weeks.

(a) The detective will have the ability to flex their work schedule to accommodate investigations with approval by the Police Chief or his designee.

(b) Parens c-g of Article 15 Section 3 will apply to the Detective position.

ARTICLE 16 – VACATION

Section 1. All employees shall be entitled to and receive vacations. Vacation days will reflect the workday schedule of 8.5 hours. Vacation pay is as follows:

1 year's employment	42.5 hours
2 years' employment	85 hours
5 years' employment	127.5 hours
10 years' employment	one (1) additional vacation day for each year of service above ten (10) years, up to a maximum of 30 days.

Vacations shall be determined from January 1st of each year.

An Employee shall accrue 1/12th of their vacation at the end of each calendar month beginning in the 2021 calendar year. With the approval of the Chief of Police or his/her designee, an

employee may request to draw vacation in advance. If an employee does not complete sufficient employment to earn the expended vacation, it shall be deducted for their final paycheck. The final date of employment with the Village for the purpose of establishing the amount of vacation an individual is eligible to earn shall be that employees must give a 2 business week written advance notice of their intent to terminate employment with the Village, unless an emergency exists. Any employees failing to do so will forfeit accrued vacation, holiday and sick leave unless an emergency exists.

Following six (6) months of employment new employees will accrue vacation at one and one-half hour bi-weekly until January 1 of the next calendar year.

Section 2. Preference in selection of vacation time shall be granted on seniority basis. Such schedules will not interfere with department operations. A vacation schedule shall be posted from November 1 to November 30, during which time each employee may select his/her vacation for the months of January through April of the following year in accordance with his/her seniority.

A second vacation schedule shall be posted from March 1 to March 31, during which time each employee may select his/her vacation for the months of May through December of that year. In the event that an employee does not select a vacation during the time in which the vacation schedules are posted, vacation requests shall be granted on a first come first serve basis.

Compensatory time shall fall under the same rules as vacation time. That is, employees shall only take compensatory time off during the vacation picks and after that it will fall under the same first come first serve basis. Also, vacation and personal days shall not "trump" compensatory days. Employee must still abide by the established rules regarding compensatory time accumulation (e.g. employees must have enough compensatory time built up prior to requesting to take a COMP day in the future).

Section 3. All vacation earned must be taken by employees, however, any employee who

has quit, been discharged or laid-off before he/she has worked in his/her anniversary year, shall be entitled to vacation pay earned. If mutually agreed upon, vacation can be carried from year to year or payment received for the vacation time.

Section 4. Vacation pay shall be forty-two and one-half (42.5) hours of pay for all officers for the purposes of a weeks' vacation payout at the employee's regular rate of pay for each week of vacation. The available hours of vacation are based on ten and a half (10½) hours per day.

Section 5. Notwithstanding anything to the contrary in this Article, any employee who is absent due to compensable injury and/or sickness from this Employer shall be given credit for such time not worked for the purpose of receiving any or all vacation pay for the period of such disability, not to exceed one (1) year from the date of occurrence.

ARTICLE 17 – WAGES

Section 1. A schedule attached hereto and marked Exhibit "A" shall be the minimum rates of pay.

Section 2. Established wages are based on a step increase which takes into consideration officer performance and experience. The Corporal and Sergeant position wages include a straight-line wage increase based on anticipated extra responsibilities and compliance with job descriptions.

Section 3. For Officers to be promoted to any level in the process requires the review and approval of the Police Commission. Officers shall apply to the Police Commission when they meet the minimum requirements of the promotional level they request to achieve. This process includes a favorable department performance evaluation, Police Commission review and required number of department Achievement Tasks.

1. Officer 1 – To be promoted to an Officer 1 requires successful completion of the probationary period and one achievement task.
2. Officer 2 – To be promoted requires 18 months of full-time service at Officer 1 and one additional achievement task equaling a total of two (2) achievement tasks that the employee is currently involved in.

3. Officer 3 – Requires 4 years of full-time service and one additional achievement task equaling a total of three (3) achievement tasks currently involved in.
4. Officer 4 – Requires 6 years of full-time service and one additional achievement task equaling a total of four (4) tasks currently involved in.

Section 4. Achievement Tasks are additional areas of expertise and training that assist the department functions for the betterment of the department. Achievement Tasks require a year-round commitment; require specialized or specific training and require commitment from the employee to accomplish. Tasks must be approved by the Police Commission and can be added to this list by mutual agreement. Some Achievement Tasks requiring either State training requirements or technical training may count as two Tasks.

<u>Achievement Tasks</u>	<u>Minimum Training Required</u>
1. Squad Vehicle Supply/Service – (1)	(Competency Based)
2. Sexual Assault or Child Crime Investigator – (1)	(24hrs Training)
3. Crime Alert Notifications (Primary) – (.5)	(Competency Based)
4. Accident Investigation Related Training – (1)	(24hrs Training)
5. DOT – TRAIN/TAC/Etime Coordinator – (2)	(8hrs Training)
6. Specialized Trained Interviewer – (1)	(24hrs Training)
7. Evidence Collection Technician – (1)	(32hrs Training)
8. Computer Crime Specialist – (1)	(32hrs Training)
9. Automated Pawn Services Coordinator (APS) – (.5)	(Competency Based)
10. Portable Alarm/video Technician – (.5)	(Competency Based)
11. State Traffic and Criminal Software (TRACS) – (1)	(Training required)
12. Firearms Instructor – (2)	(40hrs Training)
13. Evidence Room Custodian – (2)	(16hrs Training)
14. Field Training Officer – (2)	(40hrs Training)
15. Assistant to any of the above – (.5)	(Training)
16. Advanced Specialized Skills – (1)	(24hrs Training)
17. Less than Lethal Weapon Coordinator – (1)	(8hrs Training)
18. Speed Detection Devices Operator – (1)	(24hrs Training)
19. Alcohol Testing Devices – (1)	(24hrs Training)
20. Police Photography – (1)	(16hrs Training)
21. Advance Impairment (SFST/Drugs that Impair) – (1)	(16hrs Training)

Section 5. If an employee has cause to believe that the Police Chief is intentionally not assigning Achievement Tasks in an attempt to prevent promotion of a specific employee, that employee may request a review of promotion, in writing to the Police Commission. The Police

Commission will govern the procedures and their rulings are final.

ARTICLE 18 – HEALTH AND WELFARE

Section 1. After thirty (30) days of employment, the Employer agrees to cover all its employees and their dependents under a group health and dental plan. The health insurance plan will carry a weekly accident and sickness benefits of \$100.00 per week for twenty-six (26) weeks and life insurance in the amount of at least \$5,000.00. The Employer shall be the named fiduciary and administrator.

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for such employee for a period of one (1) month in addition to the month in which the illness or off-the-job injury occurred. The Employer shall not be liable for any premium for any employee injured in gainful employment of other employers beyond the month in which such injury occurred.

Section 3. If an employee is absent due to injury on the job of this Employer, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be required for a period of more than twelve (12) months beyond the month of injury.

Section 4. If an employee is laid off, contributions shall be made by the Employer for the full month in which layoff occurred.

Section 5. Employees may remain in the group for eighteen (18) months beyond the month in which the following occurred: off-the-job illness or injury, layoff, providing they remit to the Employer by check, money order or bank draft payable to the insurance carrier the amount of monthly premium due each month and by the date requested by the Employer. Tardiness of payment shall automatically terminate the insurance. In no case shall any employee remain in the group for more than eighteen (18) months, however, he/she shall have an option to convert to an individual policy if provided for in said policy.

Section 6. Upon termination of payment of premiums by the Employer, the Employer shall notify the employee, however, it shall be the employee's responsibility to make his/her own

arrangements for continued insurance coverage.

ARTICLE 19 – SICK LEAVE

Section 1. This Article shall cover leaves caused by illness and accident. All employees shall earn Sick Leave and Accident Leave at the rate of one (1) day per calendar month. Such Sick and Accident Leave accumulated under prior Agreements shall carry over into this Agreement and shall continue to accumulate from month to month up to a maximum of eighty-eight (88) days.

Accident or sickness compensation shall commence from the first day of absence due to accident or sickness, at the employee's regular rate of pay. The Employer has the right to confirm any illness by telephone call.

Such Sick and Accident Leave may be used to supplement Worker's Compensation to the extent of the employee's regular weekly wage, at the request of the employee. Such supplements shall be charged against Sick time in proportion that the daily supplement bears to one (1) day's Sick Leave pay and shall be limited to Sick Leave accrued.

Section 2. The provisions of this Article shall not cover injuries received while in the gainful employment of other employers.

Section 3. Any employee who is found to have violated any sick leave regulation is subject to discipline by the Department Head.

Section 4. At time of separation, the village will pay out accumulated sick leave (88 days) at the following rate:

0-9 years of employment	25% payout of accrued sick leave
10-19 years of employment	50% payout of accrued sick leave
20+ years of employment	75% payout of accrued sick leave

Section 5. The use of a sick day immediately before or after a holiday will be assessed at time and a half (1.5).

Section 6. If sick leave requires three or more days, a doctor slip will be required.

Section 7. Catastrophic Illness Bank

Definition:

- a. Seriously incapacitating (in the case of the employee, the employee is unable to perform all the duties of the position held at the time of the injury or upon inception of the illness and is unable to perform available light duty work) and

This means the employee cannot work at all. Any being all, not any being some.

- b. Is of extended duration (the anticipated duration of the disability is not less than 45 calendar days) and
- c. Confirmed in writing by a physician chosen by the employee, and subject to reconfirmation by a physician chosen by Village of Lake Hallie.

Accrual

Once the maximum number (88 days) of sick days are accrued, sick time will be assigned to a catastrophic illness bank. Hours contained within the Catastrophic Illness Bank will back-fill any sick leave hours used to a maximum of 88 days.

Utilizing Catastrophic Illness Bank

- Catastrophic hours can only be used once the employee has exhausted all their available paid time and FMLA.
- Employee on catastrophic leave will not continue to accrue vacation or sick time but will be eligible for health insurance.
- The request to use catastrophic hours must be made to the clerk. The clerk / village board will discuss all options available.

If an employee uses catastrophic hours, the clerk will be in receipt of confidential medical information as it relates to the definition of this benefit. This information will be kept confidential.

ARTICLE 20 – INSPECTION PRIVILEGES

Section 1. Authorized agents of the Association shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, posting of notices, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working

schedule.

ARTICLE 21 – ASSOCIATION COOPERATION

Section 1. The Association, as well as the members thereof, always agree as fully as it may be within their power, to further the interests of the Village of Lake Hallie.

ARTICLE 22 – SEPARATION OF EMPLOYMENT

Section 1. Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the payday following such quitting. Employees who leave the employ of the Employer for any reason shall return all Village property to the Village within forty-eight (48) hours of the termination of employment.

ARTICLE 23 – JOB POSTING

Section 1. Employees understand that it is the Employers policy to fill positions with the most qualified candidate. Whenever a vacancy occurs, or a new position is created (not including entry level positions) with the bargaining unit, said vacancy or new position shall be posted on the union board for ten (10) consecutive days in overlapping weeks to include the weekend. Each employee shall be notified verbally or in writing of said posting. Written notification does include the use of electronic mail. Said posting shall contain the date, title of the position, rate of pay and qualifications necessary for the position. Each bargaining unit employee interested in applying for the job shall sign his/her name on the posting indicating such interest.

Section 2. Successful bargaining unit applicants shall be allowed up to nine (9) months to satisfactorily perform the work on an awarded position as indicated in Section 1. The bargaining unit applicant is not placed on employment probation however bargaining unit members not able to satisfactorily perform the work of an awarded position within the period granted should be returned by the Employer to the position formerly held. If the successful bargaining unit applicant is not satisfied with the new position, he/she may return to their formerly held position within sixty (60) calendar days with his/her wages/seniority determined as

if he/she had never left the former position.

Section 3. The Employer shall have the right to make temporary assignments to positions which are temporarily vacant because of recruitment, posting, vacations, absenteeism, sickness, injury and professional schooling. A temporary assignment should last no more than nine (9) months unless agreed mutually between the bargaining unit and employer.

ARTICLE 24 – ROVER POSITION

Section 1. All employment matters previously agreed to by the Employees and Employer in the Work Agreement are accepted and in force with the exception to Article 15, Sections 3(a).

Section 2. The Rover Position shall be maintained and established only if the number of full-time Law Enforcement Officers exceeds six (6). This number would include any non-union employees of the Village Police Department. Anytime the number of officers would be less than seven (7) the Rover option could no longer be used.

Section 3. The Rover Position shall be filled by an employee with the least seniority, unless a union member with more seniority chooses to request the Rover position. The member with the most seniority would need to pick the Rover position by December 1, in order to fill the position by the following January 1. Members who pick the position would then be assigned to that Rover position for one full year, starting January 1 to December 31, of the same year.

Section 4. A member in the Rover position's workday shall consist of ten and one-half (10 ½) hours. The rover position will be based on the work schedule established in Article 15 Section 3 (a), which will establish a baseline work schedule for purposes of determining the number of shifts worked per month and per year and for establishing a normal work schedule when moving shifts is not necessary.

Section 5. The Rover position may work less than or more than 40 hours in a calendar week. The rover will be scheduled to accommodate department needs and to fill shifts as needed. Days off may be extended or shortened to reflect days worked beyond the 5-4, 4-4 normal cycle. If the rover is not needed to fill shifts, the rover will revert to its normal schedule. The normal schedule for the rover position is the "F Shift." (1230A to 1100A) Overtime will be paid to the

rover at the rate of time and one-half (1 ½) for any shifts worked in excess of the scheduled work shifts for that particular month or any shift hours in excess of a ten and one-half (10.5) workday.

Section 6. Any changes made to the Rover's schedule with less than three weeks' notification must be mutually agreed to by the member in the Rover position.

ARTICLE 25 – MONTHLY SHOOTS AND OFFICER MEETINGS

Section 1. All employees shall be paid time and one-half their hourly rate for time spent when required by the Police Chief to shoot, and the employee is off duty. Employees shall be paid their straight time hourly rate for time spent when required to attend officer meetings, and the employee is off duty.

ARTICLE 26 – TERMINATION

Section 1. THIS AGREEMENT shall be in full force and effective date of the 1st of January, 2021 up to and including December 31, 2023, and shall continue in full force and effect 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 sixty (60) days prior to date of expiration.

ARTICLE 27 – WISCONSIN RETIREMENT FUND

Section 1. Employees hired shall be enrolled in the protective status category (Police) of the Wisconsin Retirement Fund. All contributions will be governed by the Wisconsin State Statutes excluding Officer Prokopinski who has a zero-contribution rate.

ARTICLE 28 – TRAINING

Section 1. The Village of Lake Hallie shall reimburse mileage at the IRS official rate per mile if a vehicle is not provided. Meals shall be reimbursed if not provided upon receipt when an employee is required to attend scheduled training that is at least 4 hours in length. Total scheduled training time of 5 hours (including travel) is required for meal reimbursement. Travel time is determined from employee's home or the Village Hall, whichever is shorter.

Section 2. Rates of reimbursement for meals will be established by the Wisconsin

Office of State Employment Relations, Pocket Guide. Eligibility for reimbursement or deviation from this agreement for mileage and meals requires prior approval by the Police Chief and receipts in accordance to the Police Department and Village Policy.

Section 3. To receive reimbursement for breakfast, the employee must leave home before 6:00 a.m.; lunch, departure must be before 10:30a.m. and return after 2:30 a.m.; dinner. Returning must be after 7:00 p.m. to home or the Village Hall, whichever is earlier.

ARTICLE 29 – EDUCATIVE INCENTIVE

Section 1. The Village agrees to reimburse officers who are enrolled in other upper level (college) educational classes/courses. This includes both core classes and elective classes.

Section 2. The Village agrees to reimburse the officer 50% of the total course costs at the end of the course(s), provided the officer maintains a “B” average.

Section 3. The officer and Village agree that the officer needs to maintain a “B” average in the course(s). The “B” average will be assessed per class/course. The “B” average will not be based off a cumulative class grades from the semester. (Ex: if the officer is enrolled in 3 classes, but the officer receives a “B” average in 2 of the classes, the officer shall receive 50% of the course cost from those 2 classes in which the officer had a “B” average.)

Section 4. The Village and Police Chief request that within thirty (30) days after the officer has signed up for the course(s), the officer MUST submit a written request to the Village Board through the Police Chief, unless there are exigent circumstances that would prevent the officer from doing so in a timely fashion. In the written request, the officer should note the following: date of the written request, the course(s) in which the officer is taking, where the courses will be taken, duration of the course(s)—start and end dates, the reason for taking those course(s), the full cost of the course(s) and what half of the course(s) cost would be.

Section 5. Once the written request has been received by the Police Chief and been given to the Village Board, within a reasonable amount of time the Village Board or Police Chief MUST tell the officer whether or not the written request has been accepted or denied. If the written request is denied, the Village Board may explain the reason for the denial. The officer may re-

submit a new request within a reasonable amount of time, even if the courses/classes/semester has already begun.

Section 6. If the officer learns that they need to add/drop classes at the beginning of the semester (within the first two weeks of the course), the officer may resubmit a new written request to the Police Chief to give to the Village Board. If a course is added/dropped, the officer must explain in the written request the reason for the new change.

Section 7. In order for the officer to be reimbursed, the officer must submit to the Village Clerk a record (transcript—official or unofficial) of the officer's final grade in the course(s) once completed as well as a copy of the receipt from the course(s). The purpose of this is to verify the written request and reimbursement both match each other.

ARTICLE 30 – CANINE TRAINING

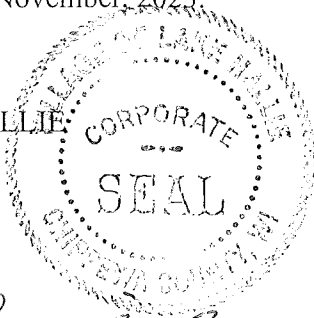
The Officer assigned to the Canine (K-9) position shall receive all the benefits of the collective bargaining agreement in addition to the following:

1. The K-9 Officer shall receive two (2) days, 17 hours of compensatory time per month for off duty care of the dog.
2. The K-9 Officer position shall be assigned a shift chosen by the Chief of Police to maximize the use of the canine.
3. The Village agrees to provide all supplies necessary for maintenance of the canine and items needed to perform the work of the K-9 Officer.
4. The Village agrees to pay for kenneling of the canine up to the amount of days of vacation that the K-9 Officer gets per year.
5. The K-9 Officer is expected to carry a cell phone off duty and respond to off duty K-9 assist requests when physically able to respond. (This is not considered on-call time under Article 15, Section 2 of the contract.) The K-9 Officer shall receive overtime (time and one half) from the time of the accepted call until he or she returns to the residence.
6. At the end of the service life of the dog, the K-9 officer may be provided an opportunity to assume full ownership and responsibility of the K-9. All expenses related to the

care/feeding of the dog after it becomes the property of the handler will be the handlers/owner's responsibility.

Signed this 6th day of November, 2023.

VILLAGE OF LAKE HALLIE



WISCONSIN PROFESSIONAL
POLICE ASSOCIATION, LAW
ENFORCEMENT EMPLOYEE
RELATIONS DIVISION

By

Gary Spilde
Village President

Date

November 6, 2023

By

Robert Powell
WPPA/LEER Representative

Date

11/06/2023

Lake Hallie Police Department

By

David Prokopinski, Union Steward

Date

11/03/23

Village of Lake Hallie POLICE DEPARTMENT

EXHIBIT "A"
WAGES

Effective: January 1, 2024 – December 31, 2026
(Per hour rates)

Classification	2024 (5%)	2025 (5%)	2026 (5%)
Probationary (90%)	26.60	27.93	29.32
Officer 1	29.55	31.03	32.58
Officer 2	30.12	31.62	33.20
Officer 3	30.70	32.23	33.84
Officer 4	31.28	32.84	34.48

An Officer promoted to Corporal receives additional \$1.00 per hour wage.

An Officer promoted to Sergeant receives additional \$3.00 per hour wage.

EXHIBIT "B"
Uniforms

Department Patches, Badges, Collar Brass, Tie Clip

- (2) Uniform Shirts (Summer)
- (2) Uniform Shirts (Winter)
- (3) Uniform Pants
- (1) Hat (Summer)
- (1) Hat (Winter)
- (1) Coat (Winter)
- (2) Ties
- (1) Duty Belt
- (1) Holster
- (1) Double Magazine Pouch
- (1) Handcuff Case
- (4) Belt Keeps
- (1) O.C. Spray and Holder
- (1) Baton and Holder
- (2) Sets of Handcuffs
- (1) Weapon (Handgun) and Practice and Duty Ammunition
- (1) Bullet-Proof Vest
- (1) Flashlight Holder

EXHIBIT "C"
DRUG AND ALCOHOL
TESTING POLICY AND PROCEDURE

I. PURPOSE

The purpose of this policy is to provide all Bargaining Unit sworn personnel with notice of the provisions of the department drug and alcohol testing program.

II. PREAMBLE

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug and/or alcohol testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug and alcohol abuse will seriously impair an employee's physical and mental health and, thus, job performances.

It is the policy of the Village of Lake Hallie that the critical mission of law enforcement justifies maintenance of an alcohol and drug-free work environment through the use of a reasonable employee drug and alcohol testing program.

The Wisconsin Professional Police Association/Law Enforcement Employees Relations Division (WPPA/LEER) and the Village of Lake Hallie recognize drug dependency as an illness and a serious health problem. The WPPA/LEER and *the Employer* also recognize that Employee Awareness Programs and Employee Assistance Programs (EAP's) are necessary ingredients to ensuring an alcohol and drug-free work environment.

It is further the policy of the WPPA/LEER and *the Employer* to offer referral to employees to appropriate services and rehabilitation programs for counseling and treatment when concerns arise concerning drug and alcohol abuse which may affect an employee's work performance. It is the responsibility of *the Employer* to provide an active Employee Assistance Program (EAP) to which *the Employer* can refer employees for assessment and for appropriate education, prevention, counseling, treatment, and rehabilitation services. All such referrals and any reports provided to *the Employer* by the referred employee or by the EAP staff shall be maintained in the strictest confidence by *the Employer*.

Upon the adoption of this policy, all employees represented by the WPPA/LEER will be advised by *the Employer* in writing of *the Employer's* Drug Abuse Policy and Program. The information to be provided shall include, at a minimum, information of the availability of EAP's, the effects of drugs and alcohol on individuals and their families, and, finally, *the Employer's* drug and alcohol testing program.

It is the responsibility of each employee to seek assistance from the EAP when necessary before the employee's drug problems lead to disciplinary action. An employee's decision to seek voluntary help from the EAP is not to be used as a basis for any disciplinary action against the employee and will not be noted in any personnel record or personnel actions. The confidentiality of individuals utilizing the EAP is to be protected within the limits of the law.

Therefore, in order to ensure the integrity of the department and the safety of its officers, to preserve public trust and confidence in a fit and alcohol and drug-free law enforcement profession, [this department] shall implement a drug and alcohol testing program to detect prohibited drug and alcohol use by employees. In appropriate circumstances, rehabilitation and counseling will be applied.

The WPPA/LEER and *the Employer* also recognize that educational programs are an integral component of an effective drug prevention program. The education of employees with respect to the dangers of drug and alcohol abuse should serve to decrease the incidence of drug abuse. Drug and alcohol awareness education to be provided by *the Employer* shall include regular Drug and Alcohol Awareness In-services for all the employees of *this Employer* subject to this policy.

III. DEFINITIONS

- A. Employee(s). Those Bargaining Unit employees who have been formally vested with law enforcement powers and authority, other than probationary employees.
- B. Supervisor. Any employee identified as a supervisor by Wis. Stats. § 111.70 (1)(o).
- C. Drug Test. The compulsory production and submission of urine by an employee, in accordance with this policy, for chemical analysis to detect prohibited drug usage. Employees shall not be required to produce a blood specimen to test for controlled substances.
- D. Alcohol Test. An approved Preliminary Breath Testing (PBT) device. If an employee tests positive for the presence of alcohol, then a confirmation test will be conducted. Blood alcohol testing is authorized only under circumstances described below.
- E. Reasonable Suspicion. A belief that an employee is using or has used drugs and/or alcohol in violation of this policy, drawn from specific, objective and articulable facts and reasonable inferences drawn from those facts in light of the observer's experience, and based upon, *inter alia*, the following:
 - 1. Observance phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of an employee appearing to be under the influence of a drug or alcohol;
 - 2. Abnormal conduct or erratic behavior while at work, excessive absenteeism, excessive tardiness, or significant deterioration in work performance;
 - 3. A report of drug use provided by reliable and credible sources, which has been independently corroborated;
 - 4. Evidence that an individual has tampered with a drug test during his/her employ with the current employer;
 - 5. Evidence that an employee is involved in the illegal use, possession, sale, solicitation, or transfer of drugs while working or while on *the Employer's* premises or while operating *the Employer's* vehicle(s), machinery, or equipment.
- F. Probationary Employee. For the purposes of this policy only, a probationary employee shall be considered to be any employee who is conditionally employed with the department as a law enforcement officer.
- G. Aliquot. A portion of a urine specimen used for testing.
- H. Being Subject to the Effects of Illegal Drugs or Alcohol. Having the presence of alcohol, an illegal drug, or drug metabolite in an individual's system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified for the confirmation test. This result shall be referred to as a "positive test."

- H. Collection Site. A place designated by *the Employer* where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs, and breath, or blood for the presence of alcohol.
- I. Confirmatory Test. A second analytical procedure to identify the presence of alcohol or a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to insure reliability and accuracy. (At the time of the adoption of this policy, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)
- J. Initial Test (also known as Screening Test). Immunoassay screen to eliminate "negative" specimens from further consideration.
- K. Neutral Selection Basis. A mechanism for selecting employees for a drug test that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism, except as otherwise provided herein.
- L. Chain of Custody. Procedures to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an employer chain of custody form be used from time of collection to receipt by the laboratory and that appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, require an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
- M. Medical Review Officer (MRO). A licensed physician responsible for receiving laboratory results generated by an agency's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

IV. PROCEDURES

A. Prohibited Activity

The following rules shall apply to all employees, while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall intentionally ingest any controlled substance unless as prescribed by a licensed medical practitioner or except as in IV.A.3. below.
 - a. If an employee is required to use prescription medicine that he or she has been informed expressly has the potential to impair job performance, he or she shall notify his or her immediate supervisor. The employee shall advise his or her supervisor of the known side effects of such medication as well as the prescribed period of use.
 - b. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file, separate from all personnel records pursuant to Wis. Stats. §103.13.

- c. At the employee's option, the employee and/or his/her physician may provide the above information to the designated MRO who will inform *the Employer* of only those potential effects which the MRO deems are relevant to the employee's job duties. Any information which is not relevant to employment or related litigation shall be kept in confidence by the MRO from *the Employer*.
3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall report the incident to his/her supervisor immediately so that appropriate medical steps may be taken to ensure the employee's health and safety. Unintentional or forced ingestion of a controlled substance shall not, in and of itself, form the basis for discipline of the employee.
4. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of any controlled substance, shall immediately report the facts and circumstances to his or her supervisor or to a law enforcement officer in the jurisdiction where the illegal conduct has occurred. Failure to do so shall not, by itself, form the basis for discipline of the employee not reporting.
5. No employee shall intentionally ingest any prescribed medication in amounts beyond the recommended dosage. *The Employer* recognizes that some prescription medications may cause impairment in judgment, coordination, and physical ability. Reasonable accommodations will be made for employees who must temporarily use prescribed medications having such adverse effects.
6. Employees, in carrying out their duties, must not consume nor be under the influence of alcohol (defined as .02% or greater) and/or controlled substances throughout scheduled work hours except as otherwise provided herein.
7. Discipline of employees for violation of this policy shall be in accordance with the collective bargaining agreement, department policy, rules, regulations, and state law.

B. Probationary Employee Drug Testing

All probationary employees shall be required, as a condition of employment, to participate in unannounced drug and/or alcohol tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by *the Employer*, but such determination shall not be arbitrary, capricious or unreasonable. Refusal to submit to such testing or confirmed positive drug and/or alcohol test may invoke dismissal from the department. Probationary employees shall also be subject to further drug and/or alcohol testing as set forth below.

C. Employee Drug Testing

Employees will be required to take drug tests as a condition for continued employment in order to ascertain prohibited drug use as provided below:

1. **[FOR RANDOM DRUG TESTING:]** Employees shall be subject to drug tests based upon a neutral selection basis. The *Association* and *the Employer* shall develop and agree upon a reasonable mechanism for selecting employees for drug tests that results in an equal probability that any employee from a group of individuals subject to the selection mechanism will be selected and that does not give *the Employer* discretion to waive the selection of any employee selected under the mechanism. The *Association* shall have the right to be present when employees are selected for random testing. The frequency of the neutral testing, and the sampling rate, shall be as prescribed by agreement of the *Association* and *the Employer*, but such testing will, on an

annual basis, test approximately x percent of the total number of employees covered by the policy and shall be completed at reasonably regular intervals. No employee shall be required to submit to random testing more than once each calendar year if the employee previously tested negative during that year.

2. When a supervisor has reasonable suspicion to believe that an employee is using, consuming, or under the influence of a non-prescribed, controlled substance, and/or non-prescribed narcotic drug while on duty, the supervisor will document in writing the specific objective facts constituting reasonable suspicion of drug use. The employee will be offered an opportunity to give an explanation of his or her condition. An *Association* representative shall be present during such explanation unless the employee waives such representation after having been informed by *the Employer* of his/her right to representation. After the employee has had a chance to explain his or her condition, which led supervisors to conclude that drug/alcohol testing might be appropriate, and if the supervisor still believes the employee to be under the influence of a controlled substance, then, by a written order, the supervisor employee may order drug testing in accordance with the procedures set forth below.

All supervisory employees shall be provided with training in detecting possible symptoms of drug and alcohol abuse prior to the implementation of this policy.

3. **[POST OFFICER INVOLVED CRITICAL INCIDENT [OICI] TESTING].** Any employee directly involved in an OICI, including but not limited to the following cases, shall be required to participate in a drug and alcohol (.02% or greater) test immediately following the event, or soon thereafter, as the situation allows:

- a. The intentional discharge of a firearm at a human being or a vehicle or building in which human beings are located;
- b. Motor vehicle accident involving an employee acting in an official capacity in which a death or personal injury occurs, and which requires a report as defined by Wis. Stat. §346.70;
- c. Physical altercation resulting in death or great bodily harm as defined by Wisconsin Statutes.

Failure to submit to a drug and/or alcohol test under the foregoing conditions shall constitute a refusal to submit to a required drug or alcohol test. Under the circumstances set forth above, an employee directly involved shall be defined as the individual or individuals who discharged a firearm, drove the motor vehicle or participated in the physical altercation.

4. Any employee who, in the carrying out of his or her official duties, unintentionally or intentionally ingests, either directly or indirectly, any controlled substance or alcohol, is required to document, as soon as possible thereafter, such contact. Documentation shall occur in writing explaining all circumstances, and the employee's supervisor shall be notified as soon as possible. Appropriate medical steps should be taken to safeguard the employee's health and safety. Drug tests will be administered and no disciplinary action will be taken if the tests are positive and the employee was in physical danger if he or she did not ingest alcohol or the drug or narcotic substance or such ingestion was accidental.
5. Nothing in this policy shall be construed as granting permission for employees serving in any drug enforcement activities to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except that the employee was in physical danger if he or she did not ingest the drug or narcotic, or the employee unintentionally ingested the drug or narcotic.

6. Employees who seek voluntary assistance for substance abuse shall not be disciplined for seeking such assistance or for any underlying substance abuse problems, except to the extent any such problems may have affected the employee's work performance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees without the employee's consent. Any discipline arising from admitted substance abuse problems shall be imposed consistent with the provisions of this policy.
7. For special duty assignments that allow the consumption of alcohol, the above alcohol amounts of .02% shall not apply

D. Drug Testing Procedures

1. Specimen Collection Procedures

- a. Designation of Collection site. *The Employer* shall have one collection site during regular business hours and one collection site after hours which has all the necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.
- b. Collection Site Personnel. Collection site persons, supervisors and authorized personnel shall be such collection site employees so designated by the collecting site to assist in the collection and testing of specimens as necessary under the drug testing methodology.
- c. Security. Procedures shall provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.
- d. Chain of custody. Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- e. Access to Authorized Personnel only. No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored.
- f. Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided. In the event observation of urine collection is required, the minimum privacy safeguards shall be observed:
 - (1) The observer shall be the same sex as the test subject;
 - (2) Wherever possible, such observer shall be selected by the test subject;
 - (3) Such observation shall be as discreet as possible.
- g. Integrity and identity of Specimen. *The Employer* and collection site shall take the following precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine collection container can

confidentially identify the individual from whom the specimen was collected:

- (1) *The Employer* and collection site shall take precautions to ensure that a specimen not be adulterated or diluted during the collection procedure and that information on the specimen can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified.
 - (a) To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so that the reservoir of water in the toilet bowl always remains blue.
 - (b) The collection site person shall ask the test subject to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The test subject's valuable personal possessions will be locked up in a lock box during testing.
 - (c) The test subject shall be instructed to wash and dry his or her hands prior to urination.
 - (d) After washing hands, the test subject shall remain in the presence - but not visual range - of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the urine specimen.
 - (e) The test subject may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
 - (f) The collection site person shall note any unusual behavior or appearance of the individual being tested.
- (2) Upon receiving the specimen from the test subject, the collection site person shall determine that it contains at least 60 milliliters of urine. If there is less than 60 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 60 milliliters. The test subject may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the test subject fails for any reason to provide 60 milliliters of urine, the provisions of paragraph D, l, k shall apply.
- (3) After the urine specimen has been provided and submitted to the collection site person, the test subject shall be allowed to wash his or her hands.
- (4) Immediately after the urine specimen has been collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted.

- (5) All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
 - (6) Wherever there is reason to believe that a particular test subject may have altered or substituted the urine specimen to be provided, a second urine specimen shall be obtained as soon as possible under the conditions for privacy described above.
 - (7) Both the test subject and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second container, the collection site person shall request the test subject to observe the transfer of the urine specimen and the placement of the tamper proof seal over the bottle cap and down the sides of the bottle.
 - (8) The collection site person and the test subject shall be present at the same time during procedures outlined in Paragraphs (g) (8) through (g) (11) of this section.
 - (9) The collection site person and the test subject shall place securely on the urine specimen container an identification label which contains the date, the test subject's urine specimen number, and any other identifying information provided or required by the agency.
 - (10) The test subject shall initial the identification label on the urine specimen container for the purpose of certifying that it is the urine specimen collected from him or her.
 - (11) The collection site person shall complete the chain of custody form.
 - (12) The urine specimen and chain of custody form are now ready for shipment. If the urine specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
 - (13) While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his or her workstation momentarily, the urine specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the workstation, the custody process will continue. If the collection site immediately under direct supervision of a same gender collection site person.
- h. Identification. Personnel authorized to administer drug tests shall require positive identification from each participant to be tested before they enter the testing area. This shall consist of a Driver's License picture or other government issued photograph identification.
- i. Collection Control. To the maximum extent possible, collection site personnel shall

keep the test subject's urine specimen container within sight both before and after the individual has urinated. After the urine specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each urine specimen from the point of collection to final disposition of the urine specimen. The date and purpose shall be documented on an approved chain of custody form each time a urine specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling urine specimens.

- j. Transportation to Laboratory. Collection site personnel shall arrange to ship the collected urine specimen(s) to the drug testing laboratory. The urine specimen(s) shall be placed in containers designed to minimize the possibility of damage during shipment, for example, urine specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site supervisor shall sign and enter the date the specimen(s) were sealed in the containers for shipment. The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.
- k. Inability or Unwillingness to provide Urine Specimen. Where the test subject appears unable or unwilling to give a urine specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The test subject shall be permitted a reasonable amount of time to give a sample, during which time he/she shall remain in the testing area. Reasonable amounts of water may be given to the test subject to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test, but shall not, in and of itself, provide the basis for discipline of the test subject.
- l. Split Specimen. Test subjects shall have their urine specimen split and made available to the participant for retesting in case of a positive test result. The urine specimen must be provided at the same time identified, marked and placed in identical urine specimen containers by authorized testing personnel. One urine specimen shall be submitted for immediate drug testing at the approved testing laboratory. If the specimen tests positive, the other urine specimen shall remain at the facility in frozen storage for one year. This urine specimen shall be made available to the test subject or his or her representative attorney, should the original sample result in a legal dispute or if the chain of custody is broken.

2. Laboratory Analysis Procedure

- a. Laboratory. The Employer shall use a laboratory that conforms with the Substance Abuse and Mental Health Services Administration (SAMHSA) Guidelines.
- b. Security. Drug testing laboratories shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle urine specimens or gain access to the laboratory processes or to areas where testing records are stored. Access to these stored areas shall be limited to authorized individuals whose authorization is documented.

- c. Chain of Custody. Laboratories shall use chain of custody procedures to maintain control and accountability of urine specimens from receipt through completion of testing, reporting of results, during storage and continuing until final disposition of urine specimens. The date and purpose shall be documented on an appropriate chain of custody form each time a urine specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are needed.
- d. Inspection. When a shipment of urine specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on urine specimen bottles within each package to the information on the accompanying chain of custody forms. Any direct evidence of tampering or discrepancies in the information on urine specimen bottles and the agency's chain of custody forms attached to the shipment shall be immediately reported to *the Employer* and shall be noted on the laboratory's chain of custody form which shall accompany the urine specimens while they are in the laboratory's possession.
- e. Retention. Urine specimen containers will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.
- f. Two-Step Procedure. The testing or processing phase shall consist of a two-step procedure to include an initial screening test (immunoassay drug screening test) and a confirmatory test (gas chromatography/mass spectrometry GC/MS testing).
- g. Initial Test. The initial test of urine specimen(s) shall use an immunoassay which meets requirements of the Food and Drug Administration for commercial distribution which are in effect on the day the aliquot is obtained. The following initial cutoff levels shall be used when screening urine specimens to determine whether they are negative for these five drugs or classes of drugs.

Initial Test	Level (ng/ml)
Marijuana metabolites.....	100
Cocaine metabolites.....	300
Opiate metabolites	2000
Amphetamines	1,000
Barbiturates.....	.300
Benzodiazepines	.300

The types of drugs tested, and the levels considered to be a positive result may be modified pursuant to SAMHSA guidelines, and any such modifications shall be incorporated herein.

Initial Test Level (% by weight)

Alcohol	.02
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- h. Confirmatory Test. All urine specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this paragraph for each drug. Concentrations of a drug at or above the following levels

shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive in the initial test.

Confirmatory Test
Level (ng/ml)

Marijuana metabolites.....	15*
Cocaine metabolites	150**
Opiates:	
Morphine.....	300***
Codeine	300***
Amphetamines:	
Amphetamine.....	500
Methamphetamine.....	500
Barbiturates	.200
Benzodiazepines	150

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylcegonine

*** 25 ng/ml if immunoassay specific for free morphine

The types of drugs tested, and the levels considered to be a positive result may be modified pursuant to SAMHSA guidelines.

i. Reporting Results.

1. The laboratory shall report all positive test results to *the Employer's* MRO. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control) it shall be reviewed, and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative and the cutoff for each, the urine specimen number assigned by the agency, and the drug testing laboratory urine specimen identification number.
2. The laboratory shall report as negative all urine specimens which are negative on the initial test or negative on the confirmatory test. Negative test reports will be sent directly to *the Employer*. Only urine specimens confirmed positive shall be reported positive for a specific drug. Positive test results will be sent directly to the MRO.
3. The MRO shall report the test results to *the Employer*.

j. Subcontracting. Drug testing laboratories shall not subcontract any testing under this policy and shall perform all work with their own personnel and equipment. The laboratory must be capable of performing testing for the five classes of drugs (marijuana, cocaine, opiates, phencyclidine and amphetamines) using the initial immunoassay and confirmatory GC/MS methods specified in these guidelines.

k. Laboratory Facilities.

1. Facilities in Wisconsin that are currently federally certified by the SAMSHA and that are in compliance with the applicable provisions of the Wisconsin licensure requirements are as follows:

A List of Certified Facilities is Attached as Appendix A, hereto.

2. The list of facilities set forth above shall be modified as necessary to include newly certified laboratories and exclude those which are no longer certified.
3. The specimen collection sites shall include Saints Health Services for business and St Michael's Hospital, Steven Point, WI.
1. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the memorandum will be placed in the employee's personnel records only at the employee's written request.

E. Drug Test Results

1. Confidentiality.

- a. All information, interviews, reports, statements, memoranda, test results, written or otherwise received by *the Employer* through its drug testing program are confidential communications. A physician-patient relationship is created between the employee and the MRO, except that the employee shall furnish to *the Employer* at the time of testing a medical authorization in the form attached hereto authorizing the MRO to release to *the Employer* the results of the test which are either: 1) negative, or 2) that the employee has a metabolite level in excess of those specified in paragraph IV.D.2. hereof.
- b. Any information obtained by *the Employer* pursuant to this policy shall be the property of *the Employer*.
- c. The *Employer* shall not release to any person other than the employee information related to drug test results unless:
 - i. The employee has expressly, in writing, granted permission for *the Employer* to release such information; or
 - ii. It is necessary to introduce a positive confirmed test result into an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding, where the information must be disclosed to a federal or state agency or other unit of the state or United States Government as required under law, regulation, or order, or in accordance with compliance requirements of a state or federal government contract, or disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee.
 - iii. There is risk to public health or safety that can be minimized or prevented by the release of such information. Unless such a risk is immediate, a court order permitting the release shall be obtained prior to the release of the information.
2. Drug test results and records shall be retained in a secured file controlled by *the Employer* for a period of no more than seven years.
3. *The Employer* shall not retain records of false positive test results in any

employee's employment records.

V. SECOND SAMPLE TESTING

If the employee desires to have his/her urine specimen retested because of a positive test result, he/she may do so at *the Employer's* expense at an approved testing laboratory of the employee's choice. Results of any retesting should be submitted to *the Employer* in writing as soon as possible.

VI. ACTIONS TAKEN

- A. If an employee tests positive for illegal drug usage after the confirmatory tests, such individual shall be subject to discipline pursuant to the Collective Bargaining Agreement, department policy, rules and regulations and state law.
- B. On any action, employee assistance program counseling and follow-up may be applied.
- C. At any time prior to a required drug and/or alcohol test that produces a positive result, an employee may inform his or her supervisor of prohibited drug and/or alcohol use and seek assistance under an employee assistance program or private rehabilitation and counseling. Any and all assistance rendered shall be closely monitored. This may include but is not limited to:
 - 1. Further assessment of the individual by qualified persons.
 - 2. Treatment of the individual by a recognized facility or person.
 - 3. Release of information to *the Employer* on the progress and treatment of the employee, upon consent of the individual.
 - 4. Process or after care treatment with possible random screening for a period of up to one year after initial treatment. Random screening under these conditions can occur up to twice within a calendar month. This is to ascertain compliance with said treatment and objectives of the department relevant to this issue.
 - 5. In those instances where the individual fails to utilize the assistance to overcome his/her problem(s) and/or fails to make reasonable progress in counseling or treatment within a reasonable period of time as determined by the EAP staff and/or treatment personnel and/or performs in a substandard manner, and/or is under the influence of chemicals in the work place, the individual shall be considered a safety hazard to the department, public and co-workers. This shall result in corrective disciplinary action pursuant to the Collective Bargaining Agreement and state law unless otherwise specified herein.

VII. TRAINING

The Employer shall take steps to ensure that supervisors receive appropriate training to administer this drug and alcohol testing policy.

VIII. DISCIPLINE FOR VIOLATION OF POLICY

Discipline of employees for violation of this policy shall be in accordance with the Collective Bargaining Agreement, department policy, rules and regulations and state law. The refusal to take a required drug or alcohol test may constitute grounds for discipline but shall not constitute per se violations of this policy.

IX. ASSOCIATION TO BE HELD HARMLESS

- A. This drug and alcohol testing program is initiated solely at the behest of *the Employer*. *The Employer* shall be solely liable for any obligations and costs arising out of any employees' claims based upon constitutional rights regarding the application of this program. *The Association* shall be held harmless by *the Employer* for the violation of any employee's constitutional or other legal rights.
- B. At any time, upon reasonable advance request, the *Association* will have the right to designate a representative to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results. *The Association* may inspect individual test results if the release of this information is authorized by the employee(s) involved and the employee(s) provides *the Employer* with a release and hold harmless and indemnification agreement to allow the release.