

**AGREEMENT**

**BETWEEN**

**CITY OF DE PERE**

**AND**

**DE PERE POLICE BENEVOLENT ASSOCIATION**

**2021-2023**

## I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	RECOGNITION .....	1
2	PURPOSE OF AGREEMENT .....	1
3	MANAGEMENT RIGHTS.....	1-2
4	ASSOCIATION ACTIVITY.....	2
5	PROBATIONARY PERIOD.....	2-3
6	RESIDENCY.....	3
7	PROMOTION .....	3
8	HOURS OF WORK .....	4-7
9	OVERTIME .....	7-9
10	REDUCTION IN WORK FORCE .....	9-10
11	PAY PERIOD.....	10
12	SALARIES .....	10-12
13	LONGEVITY PAY .....	12
14	SHIFT DIFFERENTIAL .....	13
15	FLEXIBLE BENEFIT PLAN .....	13
16	CLOTHING ALLOWANCE.....	13-14
17	HOSPITALIZATION, DENTAL, AND LONG-TERM DISABILITY INSURANCE.....	14
18	WISCONSIN RETIREMENT FUND, SOCIAL SECURITY, AND LIFE INSURANCE.....	14-15
19	WORKERS COMPENSATION BENEFITS.....	15

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
20	PERSONAL PROPERTY LOSS.....	15
21	LIABILITY AND ACCIDENT INSURANCE .....	16
22	VACATIONS .....	16-17
23	HOLIDAYS AND HOLIDAY PAY.....	17-18
24	SICK LEAVE .....	18-20
25	MILITARY LEAVE .....	20
26	EMERGENCY LEAVE .....	20-21
27	ALCOHOL AND CONTROLLED SUBSTANCE TESTING .....	21
28	PUBLIC ELECTIONS .....	21
29	JURY DUTY .....	21
30	OUTSIDE EMPLOYMENT .....	21
31	EDUCATION EXPENSES.....	21-22
32	EMPLOYMENT SEPARATION.....	22-25
33	(ARTICLE AVAILABLE FOR FUTURE USE) .....	25
34	RIGHT TO STRIKE .....	25
35	GRIEVANCE PROCEDURE .....	25-26
36	(ARTICLE AVAILABLE FOR FUTURE USE).....	26
37	SAVINGS CLAUSE.....	26
38	AMENDMENT PROVISION .....	27
39	DURATION .....	27

## **EXHIBITS**

Exhibit A - Geographic Boundaries for Residency Requirement

Exhibit B- Statement of Policy and Description of Procedures for Alcohol and Controlled Substance Testing - Article 27 – Alcohol and Controlled Substance Testing

Exhibit C - May 13, 2010 Memorandum of Understanding – On-Duty Personnel Attendance At Union Meetings



DE PERE POLICE  
BENEVOLENT ASSOCIATION  
LABOR CONTRACT

AGREEMENT

This agreement made and entered into according to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of De Pere as municipal employer, hereinafter called "City", and the bargaining unit of the De Pere Police Benevolent Association, hereinafter called "Bargaining Unit."

ARTICLE 1  
Recognition

The City agrees to recognize the Bargaining Unit as the bargaining agent for protective occupation personnel of the De Pere Police Department in the matter of wages, hours of work, and working conditions, except in situations wherein this contract is in conflict with existing Wisconsin Statutes. The Finance/Personnel Committee of the City of De Pere shall represent the City in the bargaining conferences and negotiations. Prior to any negotiations, the Finance/Personnel Committee shall be furnished with a list of the membership on the Bargaining Unit.

ARTICLE 2  
Purpose of Agreement

It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City and the De Pere Police Benevolent Association Bargaining Unit and to set forth herein wages, hours, and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this agreement, the City agrees that there shall be no discrimination by the City against any employee covered by this agreement because of his/her membership or activities in the Bargaining Unit, nor will the City interfere with the right of such employees to become members of the Bargaining Unit.

ARTICLE 3  
Management Rights

The Association recognizes that, except as otherwise provided in this agreement or as may affect the wages, hours, and working conditions of the members of the Association, the management of the City and its business and the direction of its work force is vested exclusively in the employer in that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of this agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- d. To discipline or discharge employees for just cause;
- e. To plan, direct, and control operations;
- f. To determine the amount and quality of work needed;
- g. To determine to what extent any process, service, or activity shall be added, modified, or eliminated;
- h. To introduce new or improved methods or facilities;
- i. To schedule the hours of work;
- j. To assign duties;
- k. To issue and amend reasonable work rules;
- l. To require the working of overtime hours when necessary in the performance of City business.

#### ARTICLE 4 Association Activity

The Association shall furnish to the City the names of the Negotiating Committee, Grievance Committee, and officers of the Association.

Representatives of the Association having business with the officers and individual members of the Association may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operations of the Police Department as determined by the Chief of Police.

The City shall provide space on a bulletin board and permit use of same for official Association announcements. A copy of every announcement to be posted shall be filed with the Chief's office before posting.

The Bargaining Unit shall be limited to no more than three members plus one alternate. Up to two members of the Association's Bargaining Committee shall be paid their regular wages while attending negotiation meetings with representatives of the City during their regular working hours. No payment of wages by the City shall be made for negotiating time outside that member's regular workday. Such member may be called from negotiation meetings. This provision is limited to negotiations held with respect to wages, hours, and conditions of employment.

#### ARTICLE 5 Probationary Period

The first twelve (12) months service after completion of the field training program of a newly appointed employee is a probationary period during which time the employee will be required to demonstrate his/her qualifications for the position prior to receiving a permanent

appointment, and during which time there shall be no responsibility on the part of the City for a permanent appointment. Termination of employment during this probationary period shall not be subject to challenge by the employee. When the probationary period is completed and a permanent appointment received, the appropriate provisions of this agreement shall date back to the date of hire. Employees on probation may, in the last six months of the probationary period, utilize sick leave accrued under Article 24, Sick Leave, subject to the conditions of that Article and at the discretion of the Chief or the Chief's designee. If employment is terminated prior to completion of the probationary period, such sick leave shall be payable by the employee to the City and may be deducted from the employee's wages. Employees may, in the last six (6) months of the probationary period, utilize vacation accrued under Article 22, Vacations, subject to the conditions of that Article.

#### ARTICLE 6 Residency

It is recognized by the parties that employees should be given the broadest possible discretion in determining their personal affairs consistent with the duties imposed by employment with the City of De Pere. It is further recognized that public sector employment has a certain uniqueness, which may require employees to be available for duty during hours other than their regularly assigned shift and upon short notice. In order that these concepts may be reconciled in the best interests of both employer and employees, employees shall, within twelve (12) months of the date of employment, establish and maintain a bona fide residency within a 30-mile radius from the center of the Claude Allouez Bridge as shown on the map attached hereto as Exhibit A.

Bona fide residency shall, for purposes of this provision, be defined as the actual living quarters of the employee and his/her family, if any, and this requirement shall not be met by maintenance of an address, room or rooms by an employee solely for purposes of giving the appearance of compliance herewith, when the actual facts demonstrate employee's intent to reside outside the geographic area permitted hereby.

#### ARTICLE 7 Promotion

The Chief shall set the procedure to be followed in the promotion of personnel in the department. No person shall be eligible for promotion unless such person shall have served at least three (3) years on the department or at least five (5) years as a full-time sworn Patrol Officer provided the department's probationary period is successfully completed.

When a qualified individual accepts a promotion hereunder, upon assignment of such employee to the duties of the new position, the employee shall be paid at a rate equal to the level in the new range (excluding the minimum range), which results in an increase in the hourly rate of pay for such employee. The employee will remain in such pay level for a period of 12 months and will then step to the next level until the maximum within the pay range is obtained.



## ARTICLE 8 Hours of Work

The established schedule of work for shift employees shall consist of six (6) workdays followed by three (3) off days on a repeating cycle, with each day consisting of an eight (8) hour and fifteen (15) minute shift. The established schedule for personnel assigned to non-shift duties shall be five (5) eight (8) hour workdays scheduled Monday through Sunday. The schedule of work for probationary Patrol Officers participating in the Field Training Program shall be established by the Chief or the Chief's designee. Probationary officers shall not work alone or fill staffing needs while in the Field Training Program.

The established work schedule for employees in positions of the Detective Sergeant, School Resource Officer, Drug Task Force Officer and Community Resource Officer will be Monday through Friday with Saturday and Sunday being off days. The established work week schedule for employees in the position of Detective Sergeant may be modified upon mutual consent of the Chief, or Chief's designee and the Detective Sergeant.

The Canine Officer will be assigned to the special shift, currently operating on the hours of 6:30 p.m. – 2:45 a.m., on a 6-3 rotation. The parties shall meet annually prior to the annual signing of shifts to collaboratively discuss optimal shift placement for the canine assignment based upon best practices, calls for service and needs of the department.

A patrol officer will be assigned as the traffic officer. The traffic officer position will be a four (4) year assignment on an annual calendar basis. The assignment for the traffic officer assigned in September 2017 shall conclude December 31, 2021. The traffic officer will be assigned a continuous eight (8) hour shift between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. If required to attend Municipal Court for a trial, the hours of work for that day will be 1:00 p.m. – 9:00 p.m. The traffic officer will meet with the assigned supervisor weekly to determine the schedule for the following week based upon best practices, calls for service and needs of the department.

Employees in the classification of or assigned to the duties of Detective Sergeant, School Resource Officer, Traffic Officer or Community Resource Officer shall receive seventy-five (75) "schedule equalization hours" off per year. Such hours will be prorated the first and last calendar year of the assignment. Hours earned but not taken in same calendar year cannot be accumulated and will be paid out with the last payroll of that calendar year. Employees shall be entitled to take schedule equalization hours with the approval of the Chief or the Chief's designee and in accordance with personnel requirements of the Department.

The annual signing of shift assignments will be followed as closely as possible; however, the Administration reserves the right to assign personnel to fit the needs of the department.

Needs of the department for purposes of this Article include, but are not limited to, situations involving training programs, schools, special assignments, long-term absences or vacancies, vacations, long-term illness, special events, officer requests, and discipline problems.

Movement of officers from regularly assigned shifts will not create overtime unless it causes more than eight (8) hours and 15 (fifteen) minutes of work in a 24-hour period as defined in Article 9, Overtime.

An employee shall be entitled to change hours of work when the employee is able to secure another employee to work in that employee's place provided:

- (1) Substitution does not impose any additional costs on the City. The person who accepts to trade by agreeing to work shall be held responsible for any costs incurred.
- (2) The Chief of Police or the Chief's designee is notified and approves of the substitution, which approval shall not be unreasonably withheld.
- (3) Neither the department nor the City is held responsible for enforcing any agreement made between employees. It is understood that the employee's first responsibility is to the employee's position with the City.
- (4) The substitution, when approved, does not result in:
  - a. More than eight (8) consecutive days being worked in the nine (9) day work cycle. The nine (9) day work cycle commences on the first day of an officer's regularly scheduled six (6) days on and concludes with the last of three scheduled days off; or
  - b. More than two (2) double shifts (back to back 8.25 hour shifts) being worked during the nine (9) day cycle; or
  - c. Less than 7.75 hours off between the conclusion of a double shift and the officer's next regularly scheduled 8.25 hour shift; or
  - d. Less than 48 hours between the commencement of any double shift, during which no other trade hours can be/or are scheduled.

#### Shift Replacement

##### Six day block vacations.

Whenever a shift drops below identified staffing level because of vacation, it will be increased to the identified staffing level in the following manner:

The junior officer in the same group number from a shift with staffing above the identified staffing level will be reassigned to the shift that is below the identified staffing level.

If two shifts have staffing above the identified staffing level, then the needs of the department will determine from which shift the officer will be reassigned.

#### Less than six day block vacations.

In cases where less than six day block vacations have been signed in the vacation book and approved and it causes the staffing levels to drop below the identified level, the Administration reserves the right to reassign staff giving due consideration to overtime required and then seniority.

#### Emergency situations.

The Chief reserves the right to assign staff to fit the needs of the department when the Chief or the Chief's designee determines that an emergency situation exists.

#### Extended Sick Leave.

Any sick leave of three days or more will be considered extended sick leave and staff will be reassigned to meet the identified staffing level in the same manner as the six day block vacation.

#### Short Term Sick Leave.

If an officer calls in sick and his/her shift is not below the identified staffing level, then the shift will work with the staff available on that shift. If an officer calls in sick and his/her shift would drop below the identified staffing level, then a replacement will be called by using the call-in book. If no officer volunteers to work, then the junior officer from the preceding shift will be held over for four hours and the junior officer from the next shift will be notified to come in four hours early.

#### Off Time, Holiday Time, Schedule Equalization Hours, and Vacation Days not Signed in Vacation Book.

Requests for off time, holiday time, and vacation days not signed in vacation book will be addressed as to the identified staffing level for the shift requested off. Staff will not be reassigned to accommodate off time, holiday time, schedule equalization hours or vacation days not signed in vacation book.

1. The schedule will come out in the middle of the month for the next month (around the 15<sup>th</sup> of the month give or take a day or two, and depending on unusual circumstances such as waiting for an important training date to be finalized).
2. Comp time off requests made after the schedule is out is the responsibility of the Supervisor who will then review and approve or deny based upon staffing levels. If an error is made, the approved day off will still be allowed. Errors made by a supervisor may result in discipline.



### Daylight Savings Time.

When clocks are adjusted for daylight savings time, employees shall be compensated according to actual hours worked, rather than according to the clock. Overtime shall commence after 8.25 hours worked, as specified in Article 9.

### ARTICLE 9 Overtime

Overtime is work in addition to the established schedule of hours of work per day or per work period. Employees shall earn overtime at a rate of time and one-half for overtime hours worked and for overtime hours earned due to required attendance at schools or training programs. Movement of officers from regularly assigned shifts will not create overtime unless it causes more than eight (8) hours and 15 (fifteen) minutes of work in a twenty-four (24) hour period commencing the first hour worked in such twenty-four (24) hour period. If a vacancy is created after the posting of the monthly schedule and that vacancy drops below the identified staffing level, then those hours will be filled on an overtime basis. (Exception, Extended Sick Leave per Article 8.)

Employees shall earn overtime at the rate of straight time in the following circumstance:

1. For voluntary attendance at training or school sessions authorized by the Chief of Police or the Chief's designee.

No overtime shall be paid for the following:

1. For a voluntary schedule change at the request of the officer.

Employees in the classification of Patrol Officer assigned to duties of School Resource Officer or Community Resource Officer shall have their hourly rate for overtime purposes calculated at the same hourly rate as patrol officers assigned to shift duties.

Call-in time shall not be paid for hours worked subsequent to the assigned shift or for attendance at special programs scheduled by, at the request of, or with the consent of, the employee.

Employees shall be entitled to a minimum of three (3) hours call time if an officer is called to, and reports for, work for an emergency or other reason outside of the officer's assigned shift including, but not limited to, appearances in court outside of the officer's regularly assigned shift. Employees who engage in required, duty-related telephone conferences (other than for completion of reports) while off duty are entitled to overtime for the length of the call only. Any employee scheduled for a court appearance, which is subsequently canceled after 5:00 p.m. the day prior to such scheduled court appearance shall be entitled to a minimum of three (3) hours call time. For De Pere Municipal Court cases, in order to receive court cancellation call time, employee shall be required to check their voicemail after 5:00 p.m. the day prior to such scheduled court appearance. Clerical staff will notify officers by voicemail of trial cancellations as soon as practicable. For all other Court appearances, the employee shall follow the Court

cancellation process implemented by the court involved on or after 5:00 p.m. of the day prior to the scheduled Court appearance. City shall provide employees with each Court cancellation process via city email and place on the Administration bulletin board. Employees shall be entitled to a minimum three (3) hours call-in time only for Court appearances, which are not identified as being cancelled by such Court cancellation process. All employees scheduled for a Court appearance, which has been cancelled shall immediately notify the shift supervisor of such cancellation.

Overtime shall not be pyramided.

Employees may accumulate and maintain on a continuous basis up to 180 earned overtime hours (120 hours worked at time and one-half). Employees shall be paid for any earned overtime accumulated in excess of the 180 hour maximum. (Any accumulated overtime hours in excess of 180 will be paid at the next regular payroll date.) Such accumulated overtime shall be subject to the following additional rules and restrictions:

Payment for accumulated overtime under 180 hours will be paid at an employee's request provided the request is included and approved on the employee's time sheet submission to payroll for the corresponding pay period.

#### Overtime Assignment

For purposes of this section, "function" shall mean either patrol function or investigator function. Positions within the patrol function include Patrol Officer and Sergeant. Positions within the investigation function include Detective Sergeant.

Except as indicated below, Patrol Officers and Sergeants shall not be eligible for overtime assignments as Detective Sergeants, and Detective Sergeants shall not be eligible for overtime assignment as Patrol Officers or Sergeants.

Overtime shall be offered on a rotating basis, first by position, then by function. If the overtime assignment is for the position of sergeant and no other sergeant is on duty, the overtime shall be offered to sergeants, but if no sergeant accepts the overtime, assignment shall be filled on an involuntary basis by inverse seniority among sergeants. If a sergeant is already on duty when a sergeant vacancy is created, the overtime assignment shall be offered to patrol officers and filled by inverse seniority if not filled voluntarily. If the overtime assignment is for the position of patrol officer, the overtime shall first be offered to patrol officers and then to sergeants. If no patrol officer or sergeant accepts the overtime, it shall be assigned on an involuntary basis by reverse seniority, first to employees on their scheduled work week, then to others on days off, first to patrol, then to a sergeant. If no employee in the investigator function accepts an overtime assignment, the overtime shall be assigned by reverse seniority. No employee will be scheduled to work in excess of 16.25 hours in a twenty-four hour period, unless there is a scheduled break of 7.75 hours between the end of a shift and the beginning of the subsequent shift. If the employee subject to an involuntary assignment would exceed this



maximum, the next junior employee shall be assigned to fill the vacancy, first to employees on their scheduled work week, then to employees on their scheduled off days. Employees on signed vacation will be inversed last. Work hours could exceed 16.25 hours for emergency situations, unusual staffing shortages, or to complete shift responsibilities (late call or report writing).

This assignment of overtime shall not apply in cases of: (1) overtime that is an extension of an officer's normal assignment (e.g., School Resource Officer duties, Community Resource Officer duties, Detective Sergeant duties related to a specific case or type of case, etc.); (2) overtime for special events or activities (e.g., bike patrol, Celebration, Homecoming, etc.); (3) overtime required due to emergencies; or (4) overtime addressed in the "Short Term Sick Leave" section of Article 8, Hours of Work. Special event and special activity overtime will be offered to all positions, dependent on qualifications, on a rotating basis. If no employee accepts an overtime assignment for a special event or special activity, the overtime shall be assigned by reverse seniority, first to employees on their scheduled work week, then to employees on their scheduled off days as follows: Patrol Officers, then Detective Sergeants, then Sergeants.

Officers will be notified of overtime in a manner designated by the Police Chief.

#### ARTICLE 10 Reduction in Work Force

The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work, or because of a change in organization or duties. Employees whose jobs have been eliminated or hours reduced shall have the right to bump any employee with less time in their classification or less seniority in their pay range or classifications in pay ranges below in the Department provided they are qualified and physically capable of performing the duties of the lower pay classification. An employee, when exercising such bumping privileges, shall be reassigned and paid at the pay range for the classification to which said employee is reassigned. Such junior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been eliminated or hours had been reduced. Employees who are without jobs as a result of reduction in work force shall be placed on a re-employment list. Employees who do not choose to exercise their bumping rights shall also be placed on a re-employment list.

The employer shall maintain a re-employment list of all employees who lose their jobs due to a reduction in force. Such list shall be in the order of the employee's seniority at the time of the reduction in work force, with the most senior being No. "1" on the list. Employees on the re-employment list shall maintain re-employment rights for one (1) year from the date they lose their jobs. Employees shall be recalled from the re-employment list in accordance with their seniority to the jobs, which they are qualified and physically capable of performing. Notice of re-employment shall be sent by the employer to the employee's last known address by registered letter or by personal contact, and the employee shall be required to respond within three (3) calendar days from the date of notification and be available for duty within fourteen (14) calendar days. Employees who do not respond to such employment notices within three (3) calendar days shall be removed from the re-employment list.

If the employer finds that work normally assigned to a particular job classification is available for laid off employees on a temporary or emergency basis, employer shall personally contact employees who are laid off pursuant to this provision and offer such temporary or emergency employment. Contact shall be on the basis of seniority providing the employees are qualified and physically capable of performing such work. Any eligible employee who is not immediately available for such assignment shall not be eligible for placement and the next senior employee thereafter shall be offered the temporary or emergency positions until the immediate needs of the employer are met.

#### ARTICLE 11 Pay Period

Employees shall be paid biweekly.

#### ARTICLE 12 Salaries

The pay of protective occupation employees of the Police Department occupying classified positions shall be on the basis of the schedules herein presented. The salaries listed are on a monthly basis to be paid biweekly. The rates of pay prescribed herein are based on full-time employment at normal working hours. The City shall hire new employees with equivalent experience from another jurisdiction above the "Start" level on the pay scale according to the following schedule:

1-5 years full-time experience as a certified law enforcement officer – Year 2 on the pay scale  
5-10 years full-time experience as a certified law enforcement officer – Year 3 on the pay scale  
10+ years full-time experience as a certified law enforcement officer – Year 4 on the pay scale

#### Wage Schedule

A Patrol Officer may be assigned the duties of Shift Supervisor only after all available Patrol Sergeants have been offered the assignment. When a Patrol Officer is assigned the duties of Shift Supervisor, said employee shall be compensated an additional \$2 per hour for the time worked in said capacity, except where the absence of the Patrol Sergeant is due to a voluntary schedule change as permitted in this agreement or as permitted by department policy. No established practice with respect to temporary assignment of Patrol Officer to the position of Shift Supervisor is recognized or shall be claimed by the employee. Employer specifically reserves the right as a management prerogative to assign the duties of Shift Supervisor to other ranked personnel, a Captain or a Chief of Police, at its discretion. When a Sergeant switches shifts with a Patrol Officer, the scheduled Sergeant will be the Shift Supervisor.

When an officer is assigned and performing the duties of Field Training Officer, that

officer shall receive additional compensation at the rate of \$15.00 (Fifteen) Dollars per Field Training Officer shift worked.

The patrol officer assigned as the canine officer shall receive a \$150 per pay period stipend for home canine care compensation. This amount will be a taxable salary item paid on the regular payroll cycle. Should the canine unit be kenneled or require boarding at a location other than the handler's residence, the aforementioned stipend shall be prorated for such time the canine unit is in the care of the handler.

When an officer is assigned to perform the duties of the Detective Sergeant position, that officer shall receive the Detective Sergeant rate of pay.

January 1, 2021 (+2.00%)

2021 (+2%)	Officer	Detective Sergeant	Sergeant
Start	4884	6872	7081
1 Year	5208	7051	7251
2 Years	5546	7051	7251
3 Years	5911	7051	7251
4 Years	6296	7051	7251
5 Years	6712	7051	7251

January 1, 2022 (+2.5%)

2022 (+2.5%)	Officer	Detective Sergeant	Sergeant
Start	5006	7044	7258
1 Year	5338	7227	7432
2 Years	5685	7227	7432
3 Years	6059	7227	7432
4 Years	6453	7227	7432
5 Years	6880	7227	7432



January 1, 2023 (+2.0%)

1/2023 (+2%)	Officer	Detective Sergeant	Sergeant
Start	5106	7185	7403
1 Year	5445	7372	7581
2 Years	5799	7372	7581
3 Years	6180	7372	7581
4 Years	6582	7372	7581
5 Years	7018	7372	7581

December 1, 2023 (+0.75%)

12/2023 (+.75%)	Officer	Detective Sergeant	Sergeant
Start	5144	7239	7459
1 Year	5486	7427	7638
2 Years	5842	7427	7638
3 Years	6226	7427	7638
4 Years	6631	7427	7638
5 Years	7071	7427	7638

ARTICLE 13  
Longevity Pay

Employees who are receiving wages for hours actually worked or approved leave in accordance with the Vacations, Holidays and Holiday Pay, Sick Leave, Emergency Leave, Jury Duty, or Workers Compensation Benefits articles of this agreement, shall receive additional compensation as longevity pay beginning the first month after qualification of such additional compensation as follows:

- (a) After completion of five (5) years of continuous service - \$20.00 per month.
- (b) After completion of ten (10) years of continuous service - \$30.00 per month.
- (c) After completion of fifteen (15) years of continuous service - \$35.00 per month.
- (d) After completion of twenty (20) years of continuous service - \$40.00 per month.

An employee must work or receive wages for such approved leave for no less than eighty (80) hours during the calendar month to receive longevity pay.

ARTICLE 14  
Shift Differential

Employees, regardless of rank, whose normal duty assignments requires working a shift that begins during the following times, shall receive additional compensation as follows:

- (a) 12:00 noon to 5:59 p.m. - Fifty-five (\$55.00) Dollars per month.
- (b) 6:00 p.m. to 12:00 midnight - Seventy (\$70.00) Dollars per month

ARTICLE 15  
Flexible Benefit Plan

The Employer shall establish and maintain a Flexible Benefit (Cafeteria) Plan as provided by Title 26, U.S.C., Section 125, under which Plan the Association members may choose to exclude from gross income for federal income tax purposes the monies utilized for the payment of health and/or dental and/or life insurance premiums.

Effective January 1, 2001, such plan shall include, at the employee's option, the ability to exclude from gross income for federal and/or state income tax purposes, the monies utilized for dependent care and or un-reimbursed employee health care expenses as provided by Title 26, U.S.C. Section 125.

ARTICLE 16  
Clothing Allowance

All new hires shall receive an initial clothing issue consisting of such minimum requirements as are determined and approved by the Chief or the Chief's designee. Employees will, thereafter, receive the following annual clothing allowance:

2021: \$500.00  
2022: \$500.00  
2023: \$500.00

Such annual allowance shall commence on January 1 following employment for all hired before June 1. Employees hired on or after June 1 shall receive their first clothing allowance on the second January 1 following their date of hire.

In the event employees do not expend the entire amount of their annual clothing allowance in a calendar year, the unexpected amount up to a maximum of \$100 shall be carried forward for use in the subsequent year.

Employees, who resign or are dismissed within the first twelve months of employment

shall reimburse the City the entire cost of the initial clothing issued, excluding items the Employer determines to be re-usable. Employees who resign or are dismissed thereafter shall reimburse the City the clothing allowance granted yet unearned based on the number of months remaining in the year the termination becomes effective.

#### ARTICLE 17

#### Hospitalization, Dental, and Long-Term Disability Insurance

The City shall pay eighty-five percent (85%) of the monthly premium cost for the health insurance plan. Any funds in an employee's HRA account as of December 31, 2015 shall vest with that employee under the terms described in the expired 2011-2013 Agreement.

##### **Dental**

The City shall provide dental insurance coverage equivalent to that provided on December 31, 1978, or as otherwise mandated by the laws of the State of Wisconsin. The City will pay eighty-five percent (85%) of the monthly premium cost for the dental insurance plan.

##### **Illness/Injury/Incapacitation**

The City will continue to contribute at the above rate for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury, other than work related illness or injury.

##### **Retiree Participation**

Upon retirement, an employee may, at his/her option, continue to be covered and insured under the City's hospitalization and medical insurance plan subject to the approval and requirements of the insurance carrier involved. A retired employee exercising such option shall be solely responsible for and shall bear all the expense and premium costs for such continued insurance coverage.

##### **Long-Term Disability**

The City will also provide, at no cost to the employee, a long-term disability or income protection insurance plan.

##### **Identity Theft Insurance**

City will provide identity theft insurance coverage for employees as provided to general employees of the City. The City has the right to cancel, change or modify such coverage at any time for any reason, except that no cost for any of the same shall be borne by Association members. In the event a premium contribution is required by City, coverage for Association members shall terminate the month in which such contribution is required.

#### ARTICLE 18

#### Wisconsin Retirement Fund, Social Security, and Life Insurance



The City will pay the employer's share to the Social Security Fund, Retirement Fund, and the life insurance premiums according to the laws of the State and the United States and, in addition, will pay the employee's contribution to the Wisconsin Retirement Fund up to the following maximum amounts:

January 1, 2014	\$115 biweekly
July 1, 2014	\$90 biweekly
October 1, 2014	\$65 biweekly
January 1, 2015	No further contribution

The City will continue to contribute at the set rate of the life insurance program for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury. The City shall maintain fifty percent (50%) post-retirement insurance benefits in accordance with Section 40.13, Wisconsin Statutes, commencing in January following the first November after the execution of this agreement. A summary of the Municipal Retirement Plan and the insurance programs of the City shall be made available to employees upon request.

#### ARTICLE 19

##### Workers Compensation Benefits

If an employee is injured, and said injury is covered by Workers Compensation insurance, the City will continue to pay the employee's regular daily salary minus any and all

benefits received from Workers Compensation insurance until the employee returns to duty or until such time as the employee becomes eligible to receive benefits from the disability insurance plan provided by the City, whichever occurs sooner.

#### ARTICLE 20

##### Personal Property Loss

The City will pay for the repair or replacement, at the employer's discretion, of personal property damaged while an officer is carrying out his/her official duties as a Patrol Officer for the City, with any and all restitution, court ordered or otherwise, being paid by the City. Payment will be made by the City upon submittal of an invoice, approved by the Chief of Police, on the cost incurred for the repair or replacement of personal property accompanied by a copy of the incident report.

The City's liability hereunder shall be limited to a maximum of Fifty (\$50.00) Dollars for the repair or replacement of a watch, and Twenty (\$20.00) Dollars for any other item of personal property or adornment other than normally authorized and required uniforms, equipment, and prescribed eye wear.

ARTICLE 21  
Liability and Accident Insurance

- (A) The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property, which arises from the operation of a City vehicle.
- (B) The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing his/her duties within the scope of employment.

ARTICLE 22  
Vacations

Employees earning wages for hours actually worked or approved leave pursuant to the Holidays and Holiday Pay, Sick Leave, Emergency Leave, Jury Duty, and Workers' Compensation Benefits articles of this agreement, for not less than eighty (80) hours during any calendar month shall accumulate vacation according to the following schedule:

January 1 is to be used as the anniversary date in determining vacation benefits. Employees hired mid-year shall accrue a proportional part of vacation benefits during the first year of each month of employment up to January 1 of the subsequent year. Such vacation days shall be credited to the employee January 1 of the year following the date of hire; however, employees shall not be eligible to use such vacation days until they have completed six (6) months of employment. If the date of hire of the new employee was on or prior to the 15th of the month, a full month's benefit will be granted. If the date of hire was after the 15th of the month, benefits shall accrue beginning with the first day of the following month. In determining vacation benefits for the year following the date of hire, January 1 of the year of hire shall be used for all employees with a date of hire occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a date of hire during the last six (6) months except as provided below.

- (a) Except as provided in (b) below, Six (6) days after one (1) year of employment.
- (b) Twelve (12) days after two (2) years of employment unless the employee was hired by the city with three (3) or more years of full-time experience as a certified law enforcement officer within the last forty-two (42) months prior to hire, in which case said employee shall be granted twelve (12) days, subject to the date of hire proration. Any employee granted twelve (12) days of vacation (prorated as the case may be) shall remain at this step until the employee's fifth year of protective occupation employment in the department.
- (c) Fifteen (15) days after five (5) years of employment.
- (d) Eighteen (18) days after eight (8) years of employment.
- (e) Twenty-one (21) days after ten (10) years of employment.
- (f) Twenty-two (22) days after twelve (12) years of employment.
- (g) Twenty-three (23) days after fourteen (14) years of employment.
- (h) Twenty-four (24) days after sixteen (16) years of employment.



- (i) Twenty-seven (27) days after 20 years of employment.

Personnel desiring vacation shall submit request for leave to Department Administration. The Chief shall schedule vacations, giving due consideration to longevity rights, the needs of the service and the remaining staff to perform the necessary duties of the department. Longevity for the purposes of this section shall mean length of time employed by the City of De Pere Police Department as a sworn officer.

A vacation schedule shall be posted at each Department quarters on or before the 15th day of May. Vacation leave shall not be accumulative. The Chief, with approval of the City Administrator, may allow earned vacation to accumulate when it is for the best interests of the City. Only upon approval of the Chief of Police and the City Administrator will employees be permitted to be absent from duty due to vacation for any one period which would exceed the amount of vacation time earned during the prior year.

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against vacation leave.

## ARTICLE 23

### Holidays and Holiday Pay

#### Shift Personnel

- (a) New Year's Day
- (b) Afternoon of the Friday before Easter
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Thanksgiving Day
- (g) Afternoon of December 24th
- (h) Christmas Day
- (i) Employee's birthday
- (j) Afternoon of the last regularly scheduled workday prior to New Year's Day (which shall be referred to as New Year's Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- (k) Anniversary date of employment
- (l) September 11 Anniversary (Effective January 1, 2003)

Holidays may be signed in vacation book according to vacation signing procedures. Employees shall receive compensatory time off or be compensated at the employee's regular rate of pay for holidays earned. Employees to receive payment on the first payroll in the month of December annually for holidays earned, for which compensatory time off was not requested or granted.

Employees who work any of the above holidays shall receive compensatory time off at

the rate of time and one-half for hours worked.

#### Non-Shift Personnel

- (a) New Year's Day
- (b) Good Friday afternoon
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Thanksgiving Day
- (g) The afternoon of the last regularly scheduled workday prior to Christmas Day (which shall be referred to as Christmas Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- (h) Christmas Day
- (i) The afternoon of the last regularly scheduled workday prior to New Year's Day (which shall be referred to as New Year's Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- (j) Three (3) floating holidays

Floating holidays provided under (j), above, must be used during the calendar year earned. They may not be accumulated. Holidays may be signed in vacation book according to vacation signing procedures. Employees shall be entitled to take said holidays with the approval of the Chief or designee and in accordance with the personnel requirements of the Department. The number of floating holidays earned shall be prorated for new employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City.

For shift personnel, employee's birthday and anniversary date of employment are to be floating holidays and, when earned, can be taken upon approval of the Police Chief in accordance with the staffing requirements of the Department. For non-shift personnel, when any legal holiday listed above, with the exception of (g) and (i) falls on Sunday, the following day will be considered a legal holiday. If the legal holiday falls on a Saturday, the previous day will be considered a legal holiday except, where service is necessary, the Police Chief, upon approval of the City Administrator, may designate that certain non-shift personnel of the Department consider Friday their legal holiday and others Monday the legal holiday, all dependent on the continuing efficiency and effectiveness of the Department. To be eligible for any of the above listed holidays, an employee on leave of absence due to on the job injury must have worked within three (3) months before or after the holiday, and employees on sick leave must have worked within six (6) weeks before or after the holiday.

#### ARTICLE 24 Sick Leave

Employees earning wages for hours actually worked or on approved leave pursuant to the



Vacations, Holiday and Holiday Pay, Emergency Leave, Jury Duty, and Workers Compensation Benefits articles of this agreement, for not less than eighty (80) hours during any calendar month, shall accumulate sick leave at a rate of one (1) day per month. Sick leave may be accumulated up to a maximum accumulation of one hundred twenty (120) working days. In order to be granted sick leave with pay, the employee must adhere to the following:

- (a) Report promptly to the Chief or the Chief's designee the reason for his/her absence if he/she is unable to report for duty.
- (b) Permit the City to make such medical examinations or nursing visits as it deems desirable.
- (c) Payment of sick leave will be made upon filing of a sick leave voucher approved by the Chief. Failure to submit any required medical certificate within 24 hours of return to duty shall result in no sick leave pay for the time off work.
- (d) The City can require the employee to submit a medical certificate for any absence of more than two (2) working days. City shall reimburse employee for the medical bill incurred in obtaining the medical certificate.

"Sick leave" means any physical or mental injury, illness or requirement that employees be personally attended by a physician, dentist, or other medical practitioner, or situations where their attendance is required as the result of a medical emergency or grave illness involving an employee's spouse, child, parent or legal guardian which prevents the performance of an employee's regular and usual duties. Sick leave benefits should not be abused. Abuse of sick leave occurs when an employee knowingly misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. Abuse of sick leave shall be grounds for disciplinary action, including removal.

#### Catastrophic Illness/Injury

When an employee has accrued the maximum accumulation of sick leave as set forth, thereafter 50% of the additional sick leave earned and not used (while such maximum level is maintained) will be credited to the employee's catastrophic illness/injury sick leave reserve account. During the last three (3) years of employment, an employee who has, at the time of discontinuance of employment, met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined by Chapter 41, Wis. Stats., may draw from that employee's catastrophic illness/injury sick leave reserve account (if any) for any absence in excess of 80 hours during the annual period due to a catastrophic illness or injury (annual period being the employee's anniversary date of employment).

Catastrophic illness/injury for purposes of this section is defined as an illness, disease, or injury which:

1. Is life threatening or substantially debilitating in nature; and

2. Requires overnight hospitalization; and
3. Necessitates absence from work for a period of more than 80 hours in any annual period (measured from employee's anniversary date of employment).

The employer reserves the right to require physician verification as to the inability of the employee to report for duty, or as to the necessity of any pre- or post-hospital treatment or visitation necessitating absence from work.

The use of sick leave credited to the catastrophic reserve account can only be used for catastrophic injury/illness occurring during the last three years of employment.

The sick leave to be credited to the catastrophic illness/injury sick leave reserve account shall be computed from employee's date of employment based on the records on file in the personnel office.

#### ARTICLE 25 Military Leave

An employee who is inducted into the Armed Forces of the United States for training or service shall be granted a leave of absence without pay for the duration of such time required for such purposes, and for a period of ninety (90) calendar days following the period of actual service. Upon termination of such service, the employee shall have the right to return to his/her position within said ninety (90) days provided the position still exists and employee is still otherwise qualified. Vacancies resulting from leave granted under this section shall be filled only on a temporary basis. One (1) voluntary enlistment shall be considered the same as induction for the purpose of this section, but re-enlistment shall not.

Employees who are members of the regular reserve components of the Armed Forces or the National Guard may be granted two (2) weeks each year for active duty training. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the military pay will be allowed.

#### ARTICLE 26 Emergency Leave

An employee will be allowed a maximum leave with pay for the following relation to the employee and the employee's spouse (the same number of days applies regardless of relation to employee or spouse, unless the relation is specifically identified):

- one work week: spouse or child
- 3 days: parent, legal guardian
- 2 days: sibling, parent-in-law, grandparent, grandchild
- 1 day: sister-in-law or brother-in-law, aunt or uncle, step-sibling, step-child, step-parent,

grandparent-in-law, nieces or nephews.

An employee who acts as pallbearer for a funeral which takes place during the regular working hours may also be granted time off with pay, not to exceed one (1) working day, with the permission of his/her department head. Permission will be granted for this service unless an emergency situation exists and if not detrimental to the operation of the department in the opinion of the department head.

#### ARTICLE 27 Alcohol and Controlled Substance Testing

The critical mission of law enforcement justifies the maintenance of an alcohol- and controlled substance-free work environment through the use of a reasonable employee alcohol and controlled substance testing program. The Policy and program are attached hereto as **Exhibit B** and incorporated herein by reference.

#### ARTICLE 28 Public Elections

If an employee's work schedule requires same, he/she shall be granted time off to cast his/her vote at all elections held in the City of De Pere.

#### ARTICLE 29 Jury Duty

An employee shall be granted a leave of absence if called for jury duty. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the compensation received for jury duty will be paid the employee.

#### ARTICLE 30 Outside Employment

No employee shall engage in any outside employment which might in any way hinder or impair an impartial performance of their public duties, embarrass the City government, or impair their efficiency. Employees who wish to obtain outside employment must obtain prior written approval from the Chief of Police. Employees who are granted permission to engage in outside employment must sign such waiver as required by the City.

#### ARTICLE 31 Education Expenses

Effective January 1, 1996, the City shall establish an education reimbursement fund in the amount of Three Thousand (\$3,000.00) Dollars annually. The fund shall not prepay any expenses but shall be used to reimburse an employee for costs, which are personally incurred. An employee shall request education cost reimbursement in writing prior to enrollment. The request shall include a description of the anticipated course, summary of anticipated expenses, and



probable time schedule. The Chief shall review the application and determine reimbursement eligibility. In order to qualify for reimbursement under this Article, the course must be required for the attaining of a degree in police career enhancement and previously approved of by the Chief of Police.

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

Satisfactory completion of the education or training program shall be determined as follows:

- (a) A passing grade if on a pass/fail system.
- (b) A grade of A, B, or C on a graded system; a grade of D or Fail shall be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

If an employee is able to choose between pass/fail, audit, or grade system, the grade system must be chosen to qualify for reimbursement. An employee shall submit appropriate proof of completion and an official grade, if applicable, to the Chief as a condition of reimbursement.

Employee expenses eligible for reimbursement under the terms of this Article shall consist of tuition, fees and necessary books, and other educational material; the maximum tuition reimbursement shall be One Hundred (\$100.00) Dollars per credit.

Applications shall be considered in their order of submission to the Chief. If the funds available for employee development are expended prior to any further appropriation, the reimbursement program shall be suspended without recourse.

## ARTICLE 32 Employment Separation

Resignation. To resign in good standing, an employee shall submit his/her resignation in writing to the Chief of Police two (2) weeks in advance of the effective date of his/her resignation. Employees who submit written notice at least 30 days before resignation or their anticipated date of retirement shall be awarded an additional vacation day at the employee's current rate of pay to be paid out with the employee's last paycheck.

Hearing Test. All employees shall submit to a hearing test within two (2) weeks of separation from employment with the City.

Separation Pay. Employees who leave the service of the City for any reason shall receive all pay, which may be due them with the following qualifications:

- (a) Employee shall be paid for all unused accrued vacation providing that the Chief of Police is notified by the employee of his/her resignation in accordance with this

agreement or sufficient reason is given in the absence of said written notice.

Accrued vacation shall include the vacation benefits the employee had earned during the prior year and had not received and the vacation benefits earned on a prorated basis during the year of termination to the date of termination. In determining the benefits earned during the year of termination, a full month benefit will be granted if the termination date was on or after the 15th day of the month; if the termination date was prior to the 15th day of the month, no benefits will be granted for the month in which the termination occurs.

- (b) An employee who owes any money to the City at the time of his/her separation shall have his/her final pay applied against the account of whatever amount may be needed to satisfy it and shall be given a receipt for the amount credited. Partial settlement of an account by application of final pay shall not release an employee from any balance remaining due.
- (c) In case of death of an employee, his/her surviving spouse, if any, shall be paid for accrued vacation and regular pay then accrued. If there is no surviving spouse, then said accrued payment shall be paid to the employee's estate.

Health Insurance. Upon discontinuance of employment of an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or qualified for a disability pension as defined at Chapter 41, Wis. Stats., the City shall pay the retired employee's monthly health insurance premium, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of any accumulated and unused sick pay not to exceed 120 days, effective January, 1988, standing to the credit of that employee as of that employee's date of retirement, and further provided that such payments shall be made only until the employee reaches Medicare eligibility, subject to other limitations contained in this Article.

For employees who retire or retire under disability retirement on or after the date this contract is ratified, the City shall convert 100% of any earned, but unused sick leave into an account for the benefit of the retiree. Eighty-five (85%) percent of the retired employee's monthly health premium shall be paid from such sick leave account by the City and the employee shall pay from their own source (i.e., out-of-pocket) the remaining fifteen (15%) percent of the premium subject to the remaining provisions of this paragraph and contract.

When the funds escrowed for any retired employee have been expended, the monthly premiums shall, thereafter be paid by the employee.

1. In the event that an employee eligible under the sick leave provision and eligible for retirement under the provisions of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the



dependency rules of the Internal Revenue Code.

2. Dependent children will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.

3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children, shall remain the property of the City.

4. This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all sick leave payment programs upon retirement as may have been previously bargained and ratified by the parties to this labor agreement.

5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will be escrowed for purposes of payment of health insurance premiums in accordance with the above policy.

Use of Escrowed Funds for Payment of Hospitalization and Medical Benefits Other than the Plan Provided by the City. A retired employee or the surviving spouse or surviving dependent children eligible for the accumulated sick leave conversion as provided above may utilize such escrowed funds for reimbursement for payment of hospitalization and medical insurance premiums other than those of the plan provided by the City. To receive such reimbursement, the employee, surviving spouse, or surviving dependent children must submit a claim on a continuous quarterly basis and must provide any evidence of enrollment in a hospital or medical plan as may be required by the City. Such evidence may include, at the discretion of the City, the enrollment card, billings, policy, and agent name.

Delay of Use of Benefit. At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed on a one time basis for a period not to exceed sixty (60) calendar months from the date of retirement. If the employee opts to delay such benefit, the employee may continue enrollment under the hospitalization and medical insurance policy provided by the Employer by making premium payments when due from other funds. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew the enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one (1) month of written request or failure to require the City to begin to draw on the sick leave conversion funds prior to the sixty (60) month anniversary of that employee's retirement shall result in forfeiture of any entitlement to the sick leave conversion benefit as provided hereunder.



Transfer of Accrued Compensatory Time. Upon discontinuance of employment, an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or qualified for a disability pension as defined at Chapter 41, Wis. Stats., may transfer up to one hundred twenty (120) hours of compensatory time to his/her sick leave account for any illness occurring in the last thirty-six (36) months of employment which necessitated absence from work for a period of forty (40) or more consecutive hours. The Employer reserves the right to require physician verification as to the inability of the employee to report for duty.

Such transfer of compensatory time shall not result in the employee's total accrued sick leave balance exceeding one hundred twenty (120) days. Transfer of compensatory time will not be allowed where the employee has utilized benefits under the Catastrophic Illness/Injury section of this Article. The total amount of compensatory time transferred by the employee to his/her sick leave account under this provision may not exceed the lesser of one hundred twenty (120) hours or the amount of time the employee was actually absent.

### ARTICLE 33

(Available for Future Use)

### ARTICLE 34

#### Right to Strike

Because the public health, safety, and welfare may be adversely affected thereby, no employee shall have the right to engage in or encourage any form of sit-down or, in fact, any form of work stoppage or strike for any reason against the City. A refusal by an employee to perform an assignment injurious to his/her health or physical safety shall not be considered a violation of this section.

### ARTICLE 35

#### Grievance Procedures

#### Disciplinary Proceedings

1. Grievances. A grievance is defined as any complaint involving the interpretation, application or alleged violation of the terms of this agreement involving wages, hours, and conditions of employment other than proceedings conducted pursuant to Section 62.13(5), Wisconsin Statutes. A grievant may be an employee or, upon the mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding.

- a. The Chief of the Department or the Finance/Personnel Committee, or members thereof, may confer with the Union and such employees or other persons they deem appropriate before making their determination.
- b. The calendar days indicated at each step should be considered a maximum. The time limits may be extended by mutual consent.

c. Steps in the procedure may be waived by mutual agreement of the parties.

- (Step 1) In the event of a grievance, the grievant, or the Union on his/her behalf, shall have the right to present the grievance in writing to the Chief within twenty (20) calendar days of the date of the act or occurrence involved. The grievance shall contain a statement of the facts upon which the grievance is based and state the action requested. The Chief shall furnish the grievant or the Grievance Committee an answer within ten (10) calendar days after receiving the grievance.
- (Step 2) If the grievance is not satisfactorily resolved at Step 1, the written grievance may be appealed and submitted to the Finance Committee within five (5) calendar days of receipt of the Chief's decision. If such appeal is submitted, the Chief shall submit a full report to the Finance/Personnel Committee. The Finance/Personnel Committee shall, within ten (10) calendar days of receipt of the written appeal, furnish the grievant or the Union with its decision thereof.
- (Step 3) Grievances not resolved at Step 2 may be appealed within twenty (20) calendar days to the Wisconsin Employment Relations Commission for arbitration. Such Commission shall appoint an arbitrator; the dispute shall be presented to such arbitrator for determination, which shall be final and binding.

2. Suspensions, Reductions in Rank, and Termination.

Suspension, reduction in rank, and dismissal of bargaining unit members shall be governed by the procedures set forth in Section 62.13, Wis. Stats. Discipline not governed by Section 62.13, Wis. Stats., shall be subject to, and governed by, the procedures in this grievance procedure.

ARTICLE 36  
(Available for Future Use)

ARTICLE 37  
Savings Clause

If any article, sentence, clause or phrase of this contract shall be held, for any reason, to be inoperative, void or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 38  
Amendment Provision


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


ARTICLE 39  
Duration

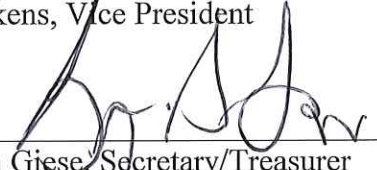
This agreement shall become effective as of January 1, 2021 and remain in force and effect to, and including December 31, 2023, and shall renew itself for additional one (1) year periods until, and unless, a subsequent agreement is entered into.

This agreement is entered into this 18<sup>th</sup> day of May, 2021.


**DE PERE POLICE  
BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
Charles Leiterman, President

  
\_\_\_\_\_  
Brian Arkens, Vice President

  
\_\_\_\_\_  
Benjamin Giese, Secretary/Treasurer

**CITY OF DE PERE**

  
\_\_\_\_\_  
James G. Boyd, Mayor

  
\_\_\_\_\_  
Carey E. Danen, City Clerk



## Exhibit A

Note: Detailed maps for the Counties dissected by the 30-mile radius (Counties of Calumet, Door, Kewaunee, Manitowoc, Oconto, Outagamie, Shawano, Winnebago) that will guide the determination of compliance with the residency requirement are maintained in the office of the City of De Pere's Human Resources Department.

City of De Pere  
Statement of Policy and Description of Procedures  
For Alcohol and Controlled Substance Testing

City of De Pere  
Statement of Policy and Description Procedures  
For Alcohol and Controlled Substance Testing

TABLE OF CONTENTS

	<u>PAGE NUMBER</u>
I Policy .....	4
I Purpose.....	4
II Coverage .....	4
III Definitions.....	4-6
IV Form of Notice.....	6
V Record Keeping .....	6
VI Prohibited Conduct .....	6-8
II Testing Rules and Procedures .....	8
I Test Requirement, Costs and Compensation .....	8
II Types of Tests .....	8
A. Pre-Employment Testing .....	8-9
B. Reasonable Suspicion Testing .....	9-10
C. Post-Accident Testing .....	10-11
D. Return-To-Duty/Follow-Up Testing .....	11
E. Promotions .....	11
III Testing Procedures .....	11-12
A. Alcohol Testing .....	12
(1) Preparation for Breath Alcohol Testing .....	12-13
(2) Blood Alcohol Testing .....	13
(3) Results of a Positive Test .....	13-14

Table of Contents (continued)

PAGE NUMBER

B.	Testing for Controlled Substances .....	14-16
(1)	Preparation for Drug Testing .....	16-17
(2)	Results of Positive Test .....	17
C.	Prescription and Nonprescription Drugs .....	17-18
D.	Confidentiality of Records .....	18-19
E.	Discipline .....	19
F.	Questions/Further Information .....	19

**Forms**

Summary of the City of De Pere Policy Based Upon U.S. DOT Requirements Regarding Prescription and Non-Prescription Drug Use By Employees Performing Safety-Sensitive Work .....	20
Physician's Evaluation of Prescribed Drugs .....	21
Behavior/Incident Documentation Form .....	22
Search/Evidence (Discrepancy) Documentation Form .....	23
Employee Acknowledge Form .....	24



**City Of De Pere**  
**Statement Of Policy And Description Of**  
**Procedures For Alcohol And Controlled Substance Testing**

**I. Policy**

**I Purpose**

The critical mission of law enforcement justifies the maintenance of an alcohol- and drug-free work environment through the use of a reasonable employee alcohol and controlled substance testing program. The law enforcement profession has several uniquely compelling interests that justify the use of employee alcohol and controlled substance 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 those duties. There is sufficient evidence to conclude that the use of alcohol and controlled substances or other forms of drug abuse seriously impairs one's physical and mental health and, thus, their job performance. Where law enforcement officers participate in illegal drug use and/or activity and alcohol abuse, the integrity of the law enforcement professional and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by such use. Therefore, in order to ensure the integrity of the Public Safety Departments and to preserve public trust and confidence, the City of De Pere (Employer) and the De Pere Police Benevolent Association (Union) agree to implement this program to detect prohibited alcohol and controlled substance abuse by employees.

**II Coverage**

For purposes of this Policy, the employer strictly prohibits the use of alcohol and/or controlled substances by its employees as provided herein.

**III Definitions**

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other molecular low-weight alcohols, including methyl and isopropyl alcohol.

Alcohol concentration (or content) is alcohol in a volume of breath, expressed in grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol use means consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Chief of Police means the individual appointed by the board of police and fire

commissioners. References to the Chief of Police shall mean the Chief of Police or the Chief's designee.

Confirmation test for alcohol testing means a second test, following a screening test providing quantitative data of any measurable alcohol concentration. For controlled substances testing, the term means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screening test and uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. Gas chromatography-mass spectrometry (GC-MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and PCP.

Consortium means an entity, including a group or association of employers or contractors, that provides alcohol or controlled substances testing as required by the FHWA or other DOT alcohol or controlled substances testing rules, and which acts on the employer's behalf.

Controlled substances and drugs are interchangeable and have the same meaning. Unless indicated otherwise, the terms refer to marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines, including methamphetamines or any other drug of abuse or illegal drug, including alcohol.

Illegal use of drugs means the use of drugs and/or distribution of which is unlawful under the Wisconsin Statutes, as periodically updated. This term does not include the use of a drug taken under the supervision of a licensed medical practitioner or other uses authorized by Wisconsin Statutes or other provisions of State law.

Licensed medical practitioner is a person licensed, certified, and/or registered, in accordance with applicable federal, state, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

Medical Review Officer means a supervisor or person-in-charge of a consortium that provides alcohol or controlled substances testing as required by the FHWA or other DOT alcohol or controlled substances testing rules, and which acts on the employer's behalf.

Reasonable suspicion means suspicion based on a specific, contemporaneous, articulable observation by a trained supervisor or other trained employer representative concerning the appearance, behavior, speech or body odor of an employee, including indications of the chronic and withdrawal effects of alcohol and/or controlled substances. Mere accusation by a member of the public in and of itself does not contribute reasonable suspicion.

Refuse to submit (to an alcohol or controlled substances test) means that an employee fails to provide adequate breath for alcohol testing as required by this policy without a

valid medical explanation, after he or she has received notice of the requirement to be tested; fails to provide an adequate urine sample for controlled substances testing as required by this policy, without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing, an employee does not request a blood alcohol test in lieu of urine or engages in conduct that clearly obstructs the testing process.

Screening test (also known as "initial test") means the compulsory production and submission of urine by an employee, in accordance with this Policy, for chemical analysis to detect prohibited drug usage of controlled substances (see definition); or any other controlled drug listed in Schedules I and/or II of the Wisconsin Statutes, as amended.

Supervisory means those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates or responsibility for commanding a work element.

Sworn employee(s) or employee's means an employee of the City of De Pere who has been formally vested with full law enforcement powers and authority.

#### **IV Form of Notice**

Before administering an alcohol or controlled substances test, the employer is to notify the employee that the test is required by policy. The employer may provide oral or written notice.

#### **V Record Keeping**

Drug and/or alcohol testing program records may be maintained at the Human Resources Department. Requests for release of information by an authorized agent or representative of the Union or employee will be addressed within ten days of the request. Saturdays, Sundays, and holidays are not included in the computation of the ten-day period.

#### **VI Prohibited Conduct**

Employees are prohibited from engaging in the following conduct immediately before, during or after the performance of their public safety duties while having a measurable alcohol and/or controlled substances concentration.

- A. Using and/or possessing alcohol and/or controlled substances while on duty, unless such possession is necessary for and in performance of the employee's work-related duties and responsibilities.

Note: Any employees considering the use or possession of prescription or nonprescription medications containing alcohol must consult with their personal licensed medical practitioner in order to obtain a substitute medication that does not contain alcohol, or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol free during working hours. In the event that the employee's licensed medical practitioner cannot prescribe a medication substitute or schedule that will render the employee alcohol free during working hours, the employee shall provide their immediate supervisor with signed documentation from their personal licensed medical practitioner indicating such so that a temporary accommodation for the employee can be attempted.

- B. Using alcohol within eight (8) hours following an accident if the employee was required to be tested, unless an earlier test resulted in a reading of no measurable alcohol concentration.
- C. Reporting for duty or remaining on duty while having a measurable alcohol concentration;
- D. Using controlled substances while on duty, unless the use is pursuant to the instructions of a licensed medical practitioner, who has advised the employee and employer in writing that the substance does not adversely affect the employee's ability to perform their job;
- E. Reporting for duty or remaining on duty if the employee tests positive for controlled substances; or
- F. Refusing to submit to alcohol or controlled substance testing as required by law.

This Policy also prohibits employees from engaging in the following conduct:

- A. Dispensing, distributing or receiving alcohol and/or controlled substances while on duty;
- B. Possession of or consumption of controlled substances while on duty or within employer equipment, unless such possession and/or consumption is pursuant to the instructions of a licensed medical practitioner, who has advised the employee and employer, in writing, that the substance does not adversely affect the employee's ability to safely perform their job;
- C. Having a measurable alcohol concentration immediately before or during the performance of their work;

- D. Reporting for duty or remaining on duty while under the influence of alcohol or a controlled substance;
- E. Providing false information in connection with a test or falsifying test results through tampering, contamination, adulteration or substitution.

Any employee having a reasonable basis to believe that another employee is illegally using and/or is in possession of alcohol and/or any controlled substances shall immediately report the facts and circumstances to their supervisor.

## **II. Testing Rules And Procedures**

### **I Test Requirement, Costs and Compensation**

All employees are subject to testing for alcohol and/or controlled substances. Refusal to submit to a required test will result in removal of that employee from their assignment(s), which, in turn, may result in discipline up to and including discharge.

Employer shall pay all costs associated with the administration of alcohol and controlled substance testing, except those costs for a “split specimen” test requested by an employee or a return-to-duty retest. The employee shall pay for these tests. If the result of a split specimen is negative, the employer shall reimburse employee for the cost of said test upon submission of the appropriate documentation.

All time spent undergoing required alcohol or controlled substance testing, including reasonable travel time, shall be paid in accordance with applicable provisions of the collective bargaining agreement or the administrative pay policy that normally applies.

### **II Types of Tests**

Testing must be conducted in the following situations:

#### **A. Pre-Employment Testing**

Any individual not currently employed by the employer, who is applying for a police officer position, shall be required to undergo alcohol and/or drug testing after a conditional offer of employment has been made.

Prior to the first time an employee performs public safety functions for the employer, an employee shall be required to undergo testing for alcohol and controlled substances. A positive test will result in disqualification from further

consideration for employment in that position until the employee or prospective employee presents evidence of successful completion of a substance abuse treatment program. The frequency and timing of such testing shall be determined by the Chief of Police or the Chief's designee.

Any applicant or employee, who refuses to undergo such drug testing will be disqualified from further consideration for employment.

## **B. Reasonable Suspicion Testing**

Reasonable suspicion alcohol or drug testing will occur under this Policy if the supervisor's observations are made just before, during or just after the time the employee is performing public safety functions.

- (1) In a situation where an employee is either acting in an impaired manner or the supervisor has reasonable suspicion to believe the employee is using or is under the influence of alcohol or drugs, the supervisor may order the employee to undergo a drug or alcohol test. The supervisor may, but need not, seek a corroborating opinion from another supervisor prior to immediately removing the employee from the job and sending the employee for drug or alcohol testing.
- (2) Once the employee has been removed from the job, the supervisor is to contact the Chief of Police or the Chief's designee. If contact cannot be made at that time, the Supervisor is to proceed through the next step of this procedure and make contact with the Chief of Police or the Chief's designee as soon thereafter as possible.
- (3) The supervisor is to then take the employee to the collection site for alcohol and/or drug testing immediately. If, for some reason but no later than eight (8) hours for an alcohol test or twenty-four (24) hours for a drug test, of having determined that there is reasonable suspicion to believe that the employee is using or is under the influence of alcohol or drugs. If the alcohol test is conducted more than two (2) hours but less than eight (8) hours after the supervisor makes such reasonable suspicion determination, the supervisor will complete a report explaining the reason for the delay in conducting the alcohol or drug test. The supervisor is to wait at the clinic with the employee until the breath test has been completed or the urine sample has been taken. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor shall complete a report explaining the reasons why the test was not conducted.

- (4) Once the alcohol testing has been completed and a positive confirmation test result has been received, the employee shall be returned to their reporting station. It will then be the employee's responsibility to make appropriate transportation arrangements in order to insure that they are not operating their personal motor vehicle while under the influence of alcohol or a controlled substance.
- (5) If a breath alcohol or a urine drug test has been administered, the employer will follow whatever procedure the Medical Review Officer requires with respect to contacting the employee once the test results are known and a decision has been made as to the employee's status.
- (6) The results of the drug testing will be sent directly to the Medical Review Officer for review and forwarding to the Chief of Police. The results of the alcohol testing will be sent directly to the Chief of Police. When the results are obtained, the employee's supervisor will consult with the Chief of Police to determine the appropriate course of action to be taken. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know.
- (7) Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Chief of Police outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report must be done within a reasonable time after testing.

### **C. Post-Accident Testing**

The employer may test an employee for alcohol and controlled substances as soon as practicable following an accident involving a law enforcement vehicle if such accident is reportable under Wis. Stats. § 346.70.

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

An employee, who is subject to post-accident testing, shall remain readily

available for such testing or may be deemed by the Employer to have refused to submit to testing. A covered employee, who leaves the scene of the accident, may continue to be considered as readily available for testing if:

- (1) The employee notifies their supervisor or, if unavailable, another supervisor of their location;
- (2) The employee left the scene to obtain necessary medical care (for themselves or others); or
- (3) The employee left the scene to obtain assistance in responding to the accident.

#### **D. Return-to-Duty/Follow-Up Testing**

The Employer will ensure that before an employee returns to work requiring the performance of their duties after engaging in conduct prohibited by this Policy, the employee shall undergo a return-to-duty follow-up test with a result indicating no measurable alcohol concentration or verified negative result for controlled substance use. In any event, if required by law, an employee will not be allowed to return to duty without first having been evaluated by the Employer's Substance Abuse Professional in order to determine the employee's fitness for duty.

Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employer shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing in consultation with a Substance Abuse Professional. Consequently, the employee shall be given at least six (6) unannounced tests during the 12-month period after returning to duty with the possibility of follow-up testing for up to 60 months after the employee returns to duty.

#### **E. Promotions**

An alcohol and/or controlled substance test may be administered as a part of all promotion procedures.

### **III Testing Procedures**

The Employer has or will enter into an alcohol and drug testing agreement with Prevea Clinic. Testing may be done on both urine and breath (blood alcohol may also be required by law or at the request of an employee). All alcohol and drug testing will be conducted in conformance with the procedures and rules established by the Federal



Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations. Prevea Clinic or its designee shall be responsible for seeing that samples are sent to a certified laboratory and shall assist in the interpretation of the results. Employer may contract with a replacement testing service as long as such replacement service meets Federal standards.

#### **A. Alcohol Testing**

Employees shall be required to submit to breath testing using an approved Evidential Breath Testing (EBT) device. A certified Breath Alcohol Technician shall administer an initial screening test. If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. The employer shall take action based only upon the positive results of a confirmation test. All procedures and steps used in conducting both the initial and confirmation tests shall be performed in conformance with Federal laws and regulations.

##### **(1) Preparation for Breath Alcohol Testing**

The following procedures summarize the regulations for implementing alcohol and drug testing. These procedures are subject to change in the event the Federal Highway Administration or other governmental agency changes the regulations on alcohol and drug testing of employees.

- (a) When the employee enters the collection site, the BAT shall require the employee to provide positive identification, i.e., photo identification or employer identification.
- (b) The BAT will explain the test procedure.
- (c) Employees shall be required to complete and sign various forms used to document the testing process. Refusal to sign the test forms will be regarded as a refusal to take the test.
- (d) Employees shall be instructed to blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- (e) If an employee tests positive during the screening test, the employee shall not eat, drink or put any object or substance in their mouth and, to the extent possible, not belch during the 20-minute waiting period before the confirmation test is conducted.
- (f) Refusal by an employee to complete and sign the test form, to

provide breath, to provide an adequate amount of breath, or failure to cooperate with the testing process in a way that prevents the completion of the test will subject the employee to discipline, up to and including termination.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test results shall determine the outcome of the test.

**(2) Blood Alcohol Testing**

Blood alcohol testing is authorized only in the following circumstances:

- (a) When this Policy or Federal Rules require a post-accident or reasonable suspicion test, and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test.
- (b) When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon the conclusive finding of a positive blood alcohol test result, the employee has 72 hours in which to request a test of the split specimen. (For explanation of split specimen, refer to **Testing for Controlled Substances** section below). An employee, who fails to notify the Medical Review Officer within 72 hours of receiving the results of the positive test of the employee's desire to have the split specimen tested shall be deemed to have waived the employee's right to seek testing of the split specimen. An employee requesting the testing of a split specimen shall be responsible for the cost of any such test. If the result of said test is negative, the Employer shall reimburse the employee for said test.

Pending receipt of the result of the analysis of the split specimen, the employee shall not return to duty unless the employee has met conditions set forth in this Policy.

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

**(3) Results of a Positive Test**

If a confirmation alcohol test results in any measurable alcohol

concentration, the Employer is required to:

- (a) Remove the employee from their position;
- (b) Before returning the employee to employment, take the following steps:
  - (i) Refer the employee to a Substance Abuse Professional for assessment and a determination of whether participation in a treatment program is necessary;
  - (ii) Obtain a verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program; and
  - (iii) Retest to verify that the employee has no measurable alcohol concentration.
- (c) The employee will subsequently be given at least six (6) unannounced tests during the next year with the possibility of follow-up testing for up to 60 months.

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

## **B. Testing for Controlled Substances**

The Employer has established its anti-drug program through this Policy and strictly prohibits the unlawful manufacture, distribution, dispensing, possession or unauthorized use of a controlled substance in the workplace. Further, any abnormal conduct that may create a reasonable suspicion that an employee is under the influence of a controlled substance is addressed in the **Reasonable Suspicion Testing** section described previously in this Policy.

For purposes of this Policy, the employer shall test for the following concentrations of alcohol or controlled substances, which shall be considered a positive test when using an EMT immunoassay drug screening test:

Alcohol	0.04%
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Amphetamines	1000	ng/ml
Barbiturates	200	ng/ml
Cocaine	300	ng/ml
Opiates	300	ng/ml
THC	100	ng/ml
PCP	25	ng/ml
Benzodiazepines	200	ng/ml
Methadone	300	ng/ml

Concentrations of alcohol or controlled substances at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen tested positive using a technological different initial screening method.

Alcohol	0.04%
Marijuana Metabolite*	15
Cocaine Metabolite**	150
Opiates	
Morphine***	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

\*Delta-9 tetrahydrocannabinol -9- carboxylic acid

\*\*Benzoylcegonine

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

The drug screen panel is subject to modification as required by the Federal Regulations referenced above.

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



deemed to have waived the employee's right to seek testing of the split specimen.

In some cases, the employee may be unable to provide a urine sample. After a reasonable waiting period (not more than two hours) the collection site person may terminate the testing procedure.

**(1) Preparation for Drug Testing**

The following procedures summarize the procedures established by the Employer for implementing drug testing. These procedures are subject to change in the event a governmental agency changes the regulations on alcohol and drug testing of employees in public safety positions.

- (a) When the employee enters the collection site, the employee will be required to provide identification, i.e., photo identification or employer identification.
- (b) The employee shall be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.
- (c) The urine sample shall be divided into a primary specimen (30 ml) and a split specimen (15 ml).
- (d) If the test result of the primary specimen is positive, the employee may request, within 72 hours of receiving the positive test result, that the Medical Review Officer direct that the split specimen be tested in the same manner or a different DHSS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
- (e) An employee will be removed from their position pending the result of the test of the split specimen.
- (f) If the result of the test of the split specimen fails to confirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the Medical Review Officer shall cancel the test.
- (g) Employees shall be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) shall be regarded as a refusal to take the test.

- (h) Refusal by an employee to complete and sign the test and chain of custody forms, to provide urine, to provide an adequate amount of urine (to be decided on a case-by-case basis), to request a blood alcohol test in lieu of urine, or other failure to cooperate with the testing process in a way that prevents the completion of the test shall be considered grounds for disciplinary action, up to and including termination.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test shall determine the outcome of the test.

## **(2) Results of Positive Test**

As with an alcohol misuse violation, the employer is required to act upon a positive controlled substance test result in the following manner:

- (a) Remove the employee from their position. This removal will only take place after the employee has been allowed to meet or speak with a Medical Review Officer to determine that the positive drug test did not result from the authorized use of a controlled substance;
- (b) Refer the employee to a Substance Abuse Professional for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug problem has been made;
- (c) The employee must be evaluated by a Substance Abuse Professional or Medical Review Officer and determined to be fit to return to work prior to their release of the employee; and
- (d) The employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will be required if the employee is determined to be in need of rehabilitation.

## **C. Prescription and Nonprescription Drugs**

Before performing work-related duties, employees must notify the Chief of Police or the Chief's designee if they are taking any legally prescribed medication, therapeutic drug or any nonprescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's

mental functioning, motor skills or judgment may be adversely affected by the use of this medication. In such case, the employee's licensed medical practitioner shall indicate and recommend accommodation for the employee. Employees do not need to disclose the purpose for which the medication has been prescribed.

It is the responsibility of the employee to inform their licensed medical practitioner of the type of public safety function that they are likely to perform in order that the licensed medical practitioner may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of the employer's equipment. The employee shall present their licensed medical practitioner with a form, provided by the employer, that the employee's licensed medical practitioner is to complete and where accommodation is warranted the employer shall attempt to provide accommodation. Upon reporting for work on the first day in which the employee is taking the medication, they are to present the completed licensed medical practitioner's form to the Chief of Police or the Chief's designee.

As set forth in part III. C. of this Policy, an employee considering the use or possession of prescription or nonprescription medications containing alcohol should consult with their personal licensed medical practitioner in order to obtain a substitute medication that does not contain alcohol or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol free during working hours. In the event the employee's licensed medical practitioner cannot prescribe a medication substitute or schedule that will render the employee alcohol-free during working hours, the employee shall provide the Chief of Police or the Chief's designee with signed documentation from their personal licensed medical practitioner indicating such so that an accommodation for the employee can be attempted.

#### **D. Confidentiality of Records**

The employer respects the confidentiality and privacy rights of all of its employees. Accordingly, the results of any test administered under this Policy and the identity of any employee participating in any related assessment or treatment program shall not be revealed by the employer to anyone except as required by law. The employer shall release an employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the employer shall ensure that any lab or agency used to conduct testing under this Policy shall maintain the confidentiality of employee test records. In the course of official business, however, the lab or testing agency shall disclose information related to a positive alcohol or drug test of an individual to the Chief of Police. The Chief of Police may, in turn, disclose this information to the employee, and limited necessary information to their department head and their immediate management supervisor as well as to the

arbitrator or judge in a lawsuit, grievance or other proceeding by or on behalf of the employee, which arises from any action taken in response to a positive alcohol or drug test or as required by law, including court orders or subpoenas.

The Medical Review Officer shall not reveal individual test results to anyone, except the employee and the Chief of Police, unless the Medical Review Officer has been presented with a written authorization from the tested employee. The Medical Review Officer may reveal to the Chief of Police or in the Chief's absence, the Chief's designee, relevant information as to whether the employee is qualified to perform safety-sensitive functions or whether the employee has tested positive for alcohol or a controlled substance. The Chief of Police may disclose limited necessary information to the Chief's managing supervisor and employee's immediate management supervisor as well as to the arbitrator or judge in a lawsuit, grievance or other proceeding on behalf of the individual, which arises from any action taken in response to a positive alcohol or drug test or as required by law, including court orders or subpoenas or upon the tested employee's written authorization and consent.

All records related to alcohol and drug tests of individual employees shall be maintained by the Human Resources Department in individual files separate from the employee's personnel file. These records shall be stored in a locked cabinet and access shall only be allowed to those employees who have a legitimate need to file or review the records of a particular employee as part of their authorized work assignments.

**E. Discipline**

The employer may take disciplinary action consistent with the Collective Bargaining Agreement and Wis. Stats. § 62.13, based upon noncompliance with this Policy by an employee.

**F. Questions/Further Information**

Any employee having questions or requesting further information with respect to the scope of this Policy and its contents may contact the Human Resources Department, 335 South Broadway, De Pere, WI 54115, Telephone 920-339-4045.



**Summary Of The City of De Pere Policy  
Based Upon U.S. DOT Requirements  
Regarding Prescription And Non-Prescription Drug Use  
By Employees Performing Safety-Sensitive Work**

Before performing work-related duties, employees must notify their supervisor if they are taking any legal prescribed medication, therapeutic drug, or any non-prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. In the event that an employee is taking such a medication, he/she shall have his/her physician complete the Physician's Evaluation of Prescribed Drug form and present it to his/her immediate management supervisor at the start of his/her first work period.

It is the responsibility of the employee to inform his/her physician of the type of work that he/she is likely to perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of City equipment.

An employee considering the use or possession of prescription or non-prescription medication containing alcohol should consult with his/her personal physician in order to obtain a substitute medication that does not contain alcohol or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol-free during working hours. In the event that the employee's physician cannot prescribe a medication substitute or schedule that will render the employee alcohol-free during working hours, the employee shall provide his/her immediate management supervisor with signed documentation from his/her personal physician indicating such so that an accommodation for the employee can be attempted.

## Physician's Evaluation Of Prescribed Drugs

Patient/Employee Name: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

The above-named employee of the City of De Pere is required to be drug- and alcohol-free while in the course of employment. Please evaluate all prescription and non-prescription medications that you have directed this individual to take and complete the following certification. In cases where accommodation is warranted, the City of De Pere will attempt to provide accommodation.

### Physician's Certification

I have evaluated the prescription and non-prescription medications that I have directed the above-named patient to take and I have determined that:

Check one:

- ( ) He/she can safely perform the duties and responsibilities of a public safety employee while taking the medications that I have directed him/her to take.
- ( ) He/she cannot safely perform the duties and responsibilities of a public safety employee while taking the medications that I have directed him/her to take and accordingly, the following job accommodation should be considered for him/her during the following time period.

( \_\_\_\_\_ to \_\_\_\_\_ )

\_\_\_\_\_  
Physician's Name: \_\_\_\_\_  
(Type or Print)

\_\_\_\_\_  
Physician's Name: \_\_\_\_\_  
(Signature)

### Behavior/Incident Documentation Form

Department: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Employee: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Time: \_\_\_\_\_

Observations Recorded by: \_\_\_\_\_

Additional Witnesses: \_\_\_\_\_

Length of Time Observed: \_\_\_\_\_

Description of Behavior/Incident: \_\_\_\_\_

Did employee refuse a medical examination? \_\_\_\_\_

Did the employee leave the workplace on their own? \_\_\_\_\_

Time Left: \_\_\_\_\_ Location: \_\_\_\_\_

Vehicle (If any): \_\_\_\_\_

Vehicle License: \_\_\_\_\_

Were Local Authorities Called: \_\_\_\_\_ Time: \_\_\_\_\_

Name of authority contacted: \_\_\_\_\_

Other person(s) observing departure: \_\_\_\_\_

Additional comments or information (continue on back if necessary): \_\_\_\_\_

\_\_\_\_\_

Report turned over to:

\_\_\_\_\_  
Reporting Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Date

### Search/Evidence (Discrepancy) Documentation Form

Department/Work Location: \_\_\_\_\_

Employee or Subject Name: \_\_\_\_\_

Social Security/Employee Number: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Investigated By: \_\_\_\_\_

Employed By: \_\_\_\_\_ Position: \_\_\_\_\_

Location of Search: \_\_\_\_\_

Location of Subject: \_\_\_\_\_

Reason for Search:

_____ Routine	_____ Periodic
_____ Contractual	_____ Reasonable Suspicion

Location of evidence or prohibited items: \_\_\_\_\_

Description of evidence, items or substances (continue on back if necessary):

\_\_\_\_\_

Were local authorities called? \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
Reporting Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date



## Employee Acknowledgment Form

Detach and return this page to the Chief of Police after you have read and understood this policy.

I acknowledge that I have read the City of De Pere Alcohol and Controlled Substance Testing Policy and the provisions contained therein on the date indicated below. I understand that the terms described in the Alcohol and Controlled Substance Testing Policy may be altered, amended or changed by the City to comply with the Federal Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations, with or without prior notice.

I understand if I have any questions about the policy, I can contact the Chief of Police.

Signed: \_\_\_\_\_  
(Employee - Print or Type)

Signed: \_\_\_\_\_  
(Employee - Signature)

Date: \_\_\_\_\_

Received by: \_\_\_\_\_  
City Official

Date: \_\_\_\_\_

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

WISCONSIN PROFESSIONAL POLICE  
ASSOCIATION/LAW ENFORCEMENT EMPLOYEE  
RELATIONS DIVISION F/B/O DE PERE POLICE  
BENEVOLENT ASSOCIATION,

Complainant,

Case 94  
No. 69269  
MP-4547

v.

CITY OF DE PERE,

Respondent.

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MEMORANDUM OF UNDERSTANDING

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The Parties agree as follows:

1. Association Meetings, including on-duty personnel, will be permitted consistent with the terms of Article 4 of the collective bargaining agreement under the following conditions:

- A. Meetings are not to exceed one (1) per month;
- B. A suitable meeting room will be provided in the City Hall complex;
- C. The Association will provide written notice to the Chief at least one (1) week in advance.
- D. At least two (2) patrol squads will be on patrol during said meetings.
- E. On-Duty officers in attendance at the meetings will have radios on and respond immediately to any duty calls.
- F. School Liaison Officers must secure specific approval from his/her supervisor to attend the meeting. But, such permission will not be unreasonably withheld.

2. The Chief's directive of September 4, 2009 is withdrawn.
3. The Prohibited Practice Amended Complaint in Case 94 No. 69269 MP-4547 is withdrawn with prejudice.
4. Neither party admits to any wrongdoing or violation of law.
5. This Memorandum of Understanding amends Article 4 of the collective bargaining agreement.
6. This Memorandum of Understanding does not apply to meetings of only off-duty officers.

Dated, this 13th day of May, 2010, at the City of De Pere.

DE PERE POLICE BENEVOLENT  
ASSOCIATION

[Signature] PRESIDENT

[Signature] VICE PRESIDENT

[Signature] WPA STAFF ATTY

CITY OF DE PERE

[Signature]

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