

AGREEMENT

Between

VILLAGE OF GRAFTON

and

**THE LABOR ASSOCIATION OF WISCONSIN, INC. and
the Grafton Police Officers Association – Local No. 305**

Effective: January 1, 2012
Expires: December 31, 2012

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AGREEMENT

This Agreement is made and entered into January 1, 2012 at Grafton, Wisconsin by and between the Village of Grafton, hereinafter referred to as "Village," and the Labor Association of Wisconsin, Inc. on behalf of the Grafton Local as the representative of certain employees of the Village of Grafton employed in the Police Department, hereinafter referred to as "Association."

ARTICLE I - RECOGNITION

The Village recognizes the Association as the exclusive collective bargaining representative of all regular full-time and all regular part-time employees of the Grafton Police Department with powers of arrest, excluding the Chief of Police, Assistant Chief, Captains, Lieutenants, clerical and telecommunicator employees, and all other supervisory, managerial, executive and confidential employees, for the purposes of collective bargaining with the Employer, or its authorized representatives, on questions of wages, hours and conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS

The Association recognizes the right of the Village and the Chief of Police to operate and manage its affairs in all respects. The Association recognizes the right of the Chief to establish departmental rules and procedures.

The term "Village" shall refer to the Village Board, Village Administrator, the Police Chief or the Police and Fire Commission, according to the context in which it is used and in further accord with the statutes of the State of Wisconsin and the Code of the Village of Grafton.

The Village shall retain all rights and authority to which, by law, they are entitled and to manage their affairs as such affairs and rights existed prior to the execution of this or any previous agreement with the Association.

The parties understand that every duty connected with the operations enumerated in job assignments or descriptions is not always specifically described, and it is intended that all duties shall be performed by the employee.

The Village has the exclusive right and authority to make assignments of jobs, to determine the size and composition of the work force, to determine work schedules and the work to be performed by the work force and each employee, to establish methods and processes by which said work is performed, to determine the competence and qualifications of the employees, to determine the location where the operations of the Village are to be conducted, to hire, promote and lay off employees and to make assignments and promotions to supervisory positions, to transfer employees within the Police Department, to suspend, demote and discharge employees, to assign and schedule overtime work, to create new positions or departments, to introduce new or improved operations or work practices, to terminate or modify existing positions, departments, operations or work practices, and to consolidate existing positions, departments or operations.

The Association pledges cooperation to the increasing of the departmental efficiency and effectiveness. Any and all rights concerning the management and direction of the Police Department and the Police Force shall be exclusively the right of the Village and the Chief of Police, unless otherwise provided by the terms of this Agreement as permitted by law.

Whenever an authorized promotional vacancy exists in a job classification covered by this Agreement or a permanent promotional vacancy occurs as a result of a new job classification being established within the bargaining unit, such vacancies shall be filled by members of the bargaining unit who are qualified. If no bargaining unit member is qualified, the vacancy may be filled in the manner determined by the Village. A notice of any such vacancy shall be posted on the Department bulletin board at least five (5) days prior to the last day on which applications are acceptable.

ARTICLE III - PROBATIONARY PERIOD

All newly hired employees shall be on probation for the first twelve (12) months of their employment following successful completion of field training. Any days taken without pay as authorized by the Chief of Police will extend the twelve (12) month period by the same number of days. During such initial probationary period, an employee may be terminated at the sole discretion of the Village for any reason and shall have no recourse to any grievance or appeal procedure. During the first ninety (90) days of such probationary period, an employee will be ineligible for the benefits provided for in this Contract except for wages and the Wisconsin Retirement Fund.

ARTICLE IV - WORKWEEK

The normal work shift for all full-time Association employees will consist of eight (8) hours and twenty (20) minutes worked continuously on an established shift, four shifts on duty followed by two days off followed by four shifts followed by two days off then repeating. The Officer's workday shall commence ten (10) minutes before the scheduled shift and end ten (10) minutes after the scheduled shift.

For the Juvenile Officer.

- a) The workweek will consist of eighty (80) hours in a two (2) week pay period.
- b) If these positions are replacing patrol employees on a long-term basis, their regular workweek will not be more than five (5) consecutive workdays, unless mutually agreed otherwise between the Chief and the officer involved.

The Chief of Police shall designate the working shifts as per individual officer with all due consideration given to rank and seniority. Employees in November/December shall be annually allowed to choose their shifts for the following year on a seniority basis.

ARTICLE V - PAY POLICY

Section 1. Salaries. Salaries will be paid as provided in Appendix "A" of this Agreement.

Section 2. Overtime. Each full-time member of the Association shall receive overtime pay at the rate of one and one-half (1-½) times his regular hourly rate for all work performed in excess of his assigned workweek as outlined in Article IV. At the discretion of the Chief of Police, overtime may be taken in compensatory time also at the rate of one and one-half (1-½) times for each overtime hour worked.

Overtime shall be calculated based upon an increment of no less than 15 minutes. In order to be eligible, a minimum of 11 minutes must be worked for the first increment segment and a minimum of 8 minutes must be worked for each increment segment thereafter.

For the Juvenile Officer:

- a) Overtime will consist of hours worked over eighty (80) in a two (2) week pay period and will be compensated for in time off only on a time and one-half (1-½) basis.
- b) When working on patrol work, or hours emanating from patrol work, e.g., court time, overtime consists of hours worked in excess of eight (8) hours and twenty (20) minutes per day or on an off day, and will be compensated for in time off or in cash on a time and one-half (1-½) basis.
- c) These officers are still on the list for prescheduled overtime, along with the Patrol Officers and Sergeants.

Overtime for call-out shall be a minimum of two (2) hours paid at time and one-half (1-½), provided, however, that the minimum shall not apply to any call-out which is consecutively prior or subsequent to a tour of duty.

The call-out prior to a tour of duty shall not be considered to be a part of that tour, nor shall an officer work more than eight (8) hours on a shift and then have another shift reduced to less than eight (8) hours.

Overtime for court time shall be a minimum of two (2) hours paid at time and one-half (1-½), however, if the actual court time is less than the minimum two (2) hours, the remaining time shall be spent on duty at the discretion of the shift supervisor.

Section 3. Compensatory Time Off. Officers shall be allowed to accumulate and maintain a compensatory time off bank not to exceed 66.64 hours with the understanding that a day of compensatory time off equals 8.33 hours, which is the hours of work in a normal workday.

Unless authorized by the Chief of Police or his designee, no compensatory time off will be allowed on the following holidays: New Year's Eve, New Year's Day, Easter, July 4th, Thanksgiving, Christmas Eve, and Christmas Day.

Unless authorized by the Chief of Police or his designee, no compensatory time shall be granted during the hours of the Holiday parade, Holiday fireworks and Grafton Christmas parade.

Section 4. Personal Automobile Allowance. Each member of the Association shall be paid twenty-eight cents (\$0.28) per mile for each mile driven when using his personal automobile for police or Village business when authorized to do so by the Chief of Police or his designee upon proof of Village identified minimum insurance levels.

The parties understand that whenever possible, a Village owned police vehicle will be used to perform the duties of the Police Department, including court duty, and that personal automobiles will be used only when absolutely necessary and is pre-authorized by the Chief of Police or his designee.

Section 5. Jury Duty. Any full-time Association employee required to serve on jury duty during such employee's regular work hours shall be paid the difference between their straight-time hourly earnings for the hours spent on jury duty up to a maximum of eight (8) hours per day for scheduled workdays. The employee shall be required to give the Village advance notice of impending jury duty and shall be required to submit proof of having served on jury duty and of the pay received for each day involved.

Section 6. Paychecks. Salaries and wages of employees will be paid every other Friday. All paychecks shall be directly deposited into an account identified by all employees hired after January 1, 2004.

Section 7. Shift Premium. On shifts where there is no sergeant or command staff present for more than four (4) hours, the most senior patrol officer on shift may be assigned as Officer in Charge ("OIC"). Any officer who works as OIC shall receive an additional \$0.75 cents per hour if he or she has completed a training program as approved by the Chief.

ARTICLE VI - VACATIONS

Each full-time Association employee shall earn and receive a vacation from the time they are employed based on years of continuous service accrued. A week of vacation is considered to be four (4) or five (5) eight (8) hour and twenty (20) minute days at straight-time based on the following schedule when the (4) four or (5) days are taken as a single block or a single sequential block or in sequence with two regularly scheduled off days: After completion of one (1) year of service – ten (10) days. After completion of five (5) years of service – fifteen (15) days. After completion of ten (10) years of service – twenty (20) days. After completion of twenty-five (25) years of service - twenty-five (25) days. Effective January 1, 2003, after completion of twenty-three (23) years of service - twenty-five (25) days.

Continuous service shall not accrue during any period of unpaid leave of absence or layoff.

No payment will be made for accrued vacation regardless of the reason for employment termination until the employee has worked for the Village twelve (12) consecutive months. No officer may be granted vacation time during his first year of employment without permission by the Chief of Police as approved by the Public Safety Committee.

Insofar as possible, vacations will be granted on the basis of seniority or at the discretion of the Chief of Police. The Community Service Officer and Juvenile Officer will not pick vacations with the Patrolmen and Sergeants.

For the Community Service Officer and Juvenile Officer, if a holiday occurs during a vacation period, these officers will receive another day of vacation.

To be eligible for a full vacation, an employee must complete twelve (12) full months of service in the prior year. A full month of service is any month in which the employee has received pay for at least ten (10) regular workdays. If an employee has not completed twelve (12) full months of service in the prior year, his vacation will be prorated based on the number of completed months of service.

Employees shall be allowed to use up to five (5) days of vacation in increments of less than one week but not less than one day at a time, subject to the rules governing the taking of compensatory time.

ARTICLE VII - HOLIDAYS

Section 1. Each full-time Association employee including the Community Service Officer and Juvenile Officer will receive, as an addition to any other benefits provided herein, the equivalent of eight (8) hours of straight salary or a maximum total of eighty (80) hours based on the particular salary paid the individual employee on the date the holiday occurs, regardless of whether he actually works or not on the holiday as specified. Such holiday pay will be made in a lump sum on the first paycheck in the month of December for the holidays listed in Section 3.

The Community Service Officer and Juvenile Officer will be given the day off with pay on the following holidays, or days celebrated as such:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Day before New Year's Day
Fourth of July	Day before Christmas Day	

Article VII, Sections 2 and 3, are inapplicable to these Officers.

Section 2. Time Off in Lieu of Pay. An employee may elect to use the holidays listed in Section 3 as time off in lieu of receiving pay for such holiday. Holidays that are taken as time off must be approved by the Chief of Police. Any days not scheduled prior to the Monday preceding the first paycheck in the month of December will be paid as provided in Section 1.

Section 3. The holidays referred to above are the following:

- | | |
|-------------------|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Easter | 8. Day before Christmas Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Fourth of July | 10. Day before New Year's Day |

ARTICLE VIII - INSURANCE - PENSION

Section 1. Term Life Insurance. The Village shall provide group life insurance under the Wisconsin Public Employees Group Life Insurance Plan as administered by the Department of Employee Trust Funds. The Village agrees to pay one hundred percent (100%) of the monthly premium of the Basic life insurance plan for all regular full-time employees who choose to participate in the program

Any employee who selects additional coverage will have the required amount deducted from the employee's paycheck.

Section 2. Health and Medical Insurance. The Village shall provide group health insurance for all regular full-time employee and their dependents. Effective January 1, 2012, the Village will pay up to ninety percent (90%) of the premium rate.

The Village shall establish an IRS Section 125 Plan into which the Village will contribute \$950 per year for employees with single health insurance coverage and \$1450 per year for employees with family health insurance coverage. Payments from the Plan can be used by the employee for Health Insurance premium reimbursement and other IRS approved health care cost reimbursement. If the full \$950 and \$1450 are not used in the calendar year, the balance reverts to the Village. New employees and employees who terminate during the year will be given a pro-rated amount of the \$950 and \$1450 based on the number of months of employment during the calendar year. Being on the payroll for fifteen (15) or more days of the month will constitute a month for this purpose. Excess payments for a terminated employee may be recovered by deducting them from that employee's final paycheck.

Any regular full-time employee who elects not to participate in the group health insurance plan is eligible for a Village contribution to 1) the Section 125 Plan or 2) one of the Village's Deferred Compensation Plans, at an annual rate of twenty-five percent (25%) of the applicable premium.

Section 3. False Arrest. The Village shall maintain false arrest insurance by an insurer licensed in Wisconsin covering officers and providing defense and maximum liability of \$300,000 aggregate. Such insurance shall include coverage for false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation, violation of privacy, wrongful entry or eviction or invasion of right of private occupancy but shall not extend to a willful act.

Section 4. Pension. For employees hired prior to July 1, 2011, the employee shall pay two and a half percent (2.5%) of the officers' share of the contribution to the Wisconsin Retirement System as established under Wisconsin Statutes for each full-time employee..

Upon an officer's resignation from the Department, that part of the Wisconsin Retirement Fund which he would have normally contributed will be relinquished to him under the options as he may so select and as provided by the law controlling the Retirement System. The Village shall have no claim whatsoever to the monies due the officers.

ARTICLE IX – LONGEVITY PAY

The Village will pay to each full-time bargaining unit employee who is employed by the Village on December 1, an amount equal to one dollar and fifty cents (\$1.50) per month for each calendar year of continuous service performed by each such full-time employee as of that December 1, accumulative to a maximum of four hundred and fifty dollars (\$450.00) (i.e., 25 calendar years), resulting in payment on the first regular pay day after December 1 to each such full-time employee from \$18.00 for an employee with one year of continuous service up to a payment of \$450.00 for an employee with 25 or more years of service. Continuous service shall not accrue during any period of unpaid leave of absence or layoff.

ARTICLE X - ILLNESS, INJURY AND EMERGENCY LEAVE

Section 1. Non-occupational Illness and Injury Leave. All full-time Association employees hired before January 1, 1996, shall be entitled to receive pay for those days during which they are unable to work because of a non-occupational illness or injury subject to the following limitations and provisions:

- A. Upon request by the Police Chief, medical proof of illness shall be required by the Village from a registered physician chosen by the Village for any illness exceeding three (3) days.
- B. Sick leave shall be granted at straight-time rates, provided, however, that such sick leave shall be granted up to a maximum of three hundred sixty-five (365) consecutive calendar days for the same illness or injury. However, no sick leave shall be granted prior to the completion of ninety (90) days service to the Village.
- C. All officers shall report any illness immediately to the Chief or commanding officer on duty, and shall inform him of an anticipated date of return.
- D. A certificate of recovery may be required from a registered physician as named by either the village or the officer.
- E. Sick leave may also be granted to an officer because of unexpected and serious illness or injury to a member of his family. Such leave shall be permitted only for a reasonable period to make appropriate arrangements. Approval of this type of absence must be made by the Chief or the commanding officer on duty.
- F. All full-time Association employees hired before January 1, 1996, shall be eligible for a payout of unused sick leave based upon the following formula:

Employees, for purposes of calculating a payout of unused sick leave, will receive a one hundred five (105) day accounting of sick days effective January 1, 1996, of which one hundred twenty (120) days is the maximum sick days allowed. All sick leave taken after January 1, 1996, will be subtracted from this amount.
- G. All full-time Association employees shall earn sick leave at the rate of 1.25 days per month of continuous service for purposes of calculating a payout of unused sick leave, effective January 1, 1996. Continuous service shall not include any period of unpaid leave of absence, except for illness or injury, in excess of thirty (30) days, nor any period of layoff or unpaid leave of absence for illness or injury in excess of sixty (60) days.
- H. Fifty (50) percent of all unused sick leave will be paid to the employee upon retirement from Village service. In case of the employee's death, the employee's sick leave payout entitlement shall be paid to the employee's beneficiary.
- I. Sick Leave Reduction Incentive Program: Employees will be compensated twenty five percent (25%) for any sick days accumulated over one hundred and twenty (120) days to be paid on the first full pay period of the following year. An employee must be employed on December 31 in order to receive the benefit.

Section 2. All full-time Association employees hired after January 1, 1996, shall be entitled to receive pay for those days during which they are unable to work because of a non-occupational illness or injury subject to the following limitations and provisions:

- A. All full-time regular employees shall earn sick leave at the rate of 1.25 days per month of continuous service. Continuous service shall not include any period of

unpaid leave of absence, except for illness or injury, in excess of thirty (30) days, nor any period of layoff or unpaid leave of absence for illness or injury in excess of sixty (60) days.

- B. Sick leave days may be accumulated to a maximum of one hundred twenty (120) days.
- C. Upon request by the Police Chief, any employee who is unable to work on account of sickness or accident for any illness exceeding three (3) days shall submit a doctor's certificate as proof of his inability to work. The Employer reserves the right to check whether or not the employee is actually ill or unable to work on account of an injury and to have an employee examined by a physician paid for by the Employer.
- D. All officers shall report any illness immediately to the Chief or commanding officer on duty, and shall inform him on an anticipated date of return.
- E. Payment for sick leave days will be made on the basis of eight (8) hours and twenty (20) minutes of pay on the day the employee takes sick leave at the regular straight-time hourly rate paid the employee at the time sick leave is taken. However, no sick leave shall be granted prior to the completion of ninety (90) days of service to the Village.
- F. The leave provided in the Section is designed to meet the minimum requirements of Section 103.10 of the Wisconsin State Statutes, and is intended to run concurrently with, and not in addition to, the leave provided for under such Wisconsin law.
- G. Fifty (50) percent of all unused accumulated sick leave will be paid to the employee upon retirement from Village service. In case of the employee's death, the employee's sick leave payout entitlement shall be paid to the employee's beneficiary.
- H. Sick leave may also be granted to an officer because of unexpected and serious illness or injury to a member of his family. Such leave shall be permitted only for a reasonable period to make appropriate arrangements. Approval of this type of absence must be made by the Chief or commanding officer on duty.
- I. Sick Leave Reduction Incentive Program: Employees will be compensated twenty five percent (25%) for any sick days accumulated over one hundred and twenty (120) days to be paid on the first full pay period of the following year. An employee must be employed on December 31 in order to receive the benefit.

Section 3. Funeral Leave.

A. Each full-time member of the Association shall be granted up to three (3) consecutive calendar days off with pay due to the death of a member of his immediate family to include the day of the funeral. Immediate family shall be deemed to include only the following: Spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandparent and grandchild. This length of leave for death in the family up to three (3) days maximum will depend upon the distance of travel and shall be granted at the discretion of the Chief of Police. The employee shall submit a copy of the death notice, if requested by the Employer.

B. Full-time officers may be granted a total of one additional day a year to be charged against the sick leave allowance either to act as a pallbearer or to attend the funeral of a relative not within the above definitions. This leave will be granted at the discretion of the Chief of Police.

Section 4. Worker's Compensation Supplemental Pay. The Village will pay to full-time employees who are eligible for Worker's Compensation for temporary-partial or temporary-total disability for illness or injury arising out of their employment with the Village, the difference between eighty percent (80%) of their regular pay and the amount paid by the Worker's Compensation for a period of not to exceed twelve (12) continuous months from the date of initial illness or injury for any one such illness or injury. Such payments shall be separate from any of the benefits provided in Section 1 above.

Effective December 31, 2005, any employee who is eligible for workers' compensation for temporary-partial or temporary-total disability for illness or injury arising out of their employment with the Village shall continue to receive their regular pay for a period of time not to exceed twelve (12) continuous months from the date of initial illness or injury or any one such illness or injury. In return, the employee will turn over to the Village the check received from the worker's compensation carrier. During the period the employee is receiving workers compensation under this provision, there shall be no deductions from the employee's earned sick leave, provided, however, that an employee who is still on worker's compensation after the above referenced twelve (12) month time frame, may use sick leave at his/her option to make up the difference between the workers' compensation and the employee's regular straight time net take home pay.

ARTICLE XI - UNIFORM ALLOWANCE

Each full-time Association employee shall be entitled to an annual clothing allowance of four hundred and seventy-five dollars (\$475.00). Effective January 1, 2007, the employee shall be entitled to an annual clothing allowance of five hundred and twenty-five dollars (\$525.00).

All uniforms purchased during the calendar year will be acquired through the Village budgeted Police Account with individual records for each Association employee regulated and controlled by the Lieutenant of the Police Department.

In the event a uniform change is required by the Village or Chief of Police, the cost of the item or items required are to be paid by the Village and will not be considered a part of the individual officer's budgeted annual clothing allowance, nor will it be charged to his personal clothing allowance account.

Probationary employees are not eligible for a uniform allowance until January 1 following the successful completion of their probationary period.

When an employee has to replace his/her jacket the employee's clothing account will be charged 50% of the cost in two (2) consecutive years if the replacement is made in the last quarter of the year. In addition, beginning in 1998, an employee will be allowed to carry over up to \$100.00 per year of their clothing allowance and accumulate these amounts to be used for the sole purpose of purchasing a jacket.

ARTICLE XII - PART-TIME EMPLOYMENT

Employees of the Association have the right to work at part-time employment with the following restrictions:

- A. Employees may not participate in sales work unless it is of a non-profit or community nature.
- B. Employees may not tend bar.
- C. Employees may not be employed where public funds are handled.

Hours of part-time work for Association employees are limited to three (3) hours a day on any day that an officer is on active duty, but may not be worked within two (2) hours prior to a scheduled tour of duty. Hours worked on part-time employment on an officer's off day are unlimited.

Prior to undertaking any part-time employment, the Chief of Police or the officer in charge must be given an address and/or phone number where an officer may be contacted while engaged in any part-time employment.

In the event the Chief is of the belief that any part-time employment is decreasing the efficiency of the employee or interfering with his availability for duty, he may order the employee to terminate his part-time employment. The employee, upon receipt of such order, shall terminate his employment immediately. He may, however, appeal from the determination of the Police Chief to the Fire and Police Commission. The appeal shall be made in accordance with such rules and regulations as the Commission shall establish. The decision of the Fire and Police Commission shall be subject to judicial review ordinarily available with respect to the decisions of the Fire and Police Commission.

ARTICLE XIII - RESIDENCY REQUIREMENT

All employees in this bargaining unit are required to reside within thirty (30) minutes driving time to the Village of Grafton Police Station, with all other previous contract residency requirements and/or restrictions rescinded.

All employees in this bargaining unit hired after January 1, 2004 are required to reside within twenty-five (25) miles of the Police Station.

ARTICLE XIV - WAIVER OF RIGHTS

Each party to this Agreement expressly retains all rights possessed by it or them under Wisconsin or Federal laws, regulations or statutes. In the event any clause, provision or portion of the Agreement is held invalid or inoperative by a court of law, it shall not affect the validity of other provisions of this Agreement, and the parties shall meet to negotiate, if possible, and substitute for the clause, provision or portion held invalid or inoperative.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. Scope. A grievance is defined as an alleged violation of a specific provision of this Agreement. Grievances shall be handled in accordance with the procedure set out in this Article. A grievance is required to be put in writing; it shall state the specific provision of this Agreement alleged to have been violated. Any dispute involving discipline, suspensions, demotions and discharges shall not be subject to the grievance procedure provided for herein but shall be handled exclusively under Section 62.13(5), Wisconsin Statutes.

Section 2. Initial Time Limit. Both the Association and the Village recognize that grievances shall be settled promptly and at the earliest possible stage, and, therefore, agree that Step One of the grievance process must be initiated within ten (10) calendar days of the incident. Grievances not filed within such period shall be invalid.

Section 3. Grievance Process.

Step One. The employee and/or Association shall present the grievance, in writing, to the Police Chief. The Police Chief may discuss the grievance with the employee and/or Association, but shall submit his written answer to the employee and/or Association within ten (10) working days after presentation of the grievance to him.

Step Two. The grievance shall be considered settled in Step One unless, within ten (10) working days from the date of the Police Chief's written answer or last date due the grievance is appealed in writing by the employee and/or the Association to the Village Administrator, who will forward it to the appropriate committee of the Village Board. The committee may discuss the grievance with the employee and/or the Association, but shall submit its written answer to the employee and/or Association within fifteen (15) workdays after the presentation of the grievance to it.

Step Three. The grievance shall be considered settled in Step Two unless, within ten (10) working days from the date of the committee's written answer or last date due, the grievance is appealed to arbitration by the Association. In appealing a grievance to arbitration, the Association shall send a written notification of that fact to the Village Administrator and, at the same time, shall request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to the parties. The Association shall first strike two (2) names from the list and then the Village will strike two (2) names, the remaining name being the arbitrator who will hear the dispute.

Section 4. Arbitration Hearing.

A. The arbitrator so appointed shall hold a hearing at a time and place convenient to the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute. Each party shall bear the expense of producing its own witnesses and representatives, and any other cost involved in the hearing will be shared equally by the Village and the Association.

B. Upon completion of this hearing, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of testimony and argument to both the Village and the Association which shall be final and binding upon the parties. In making his

decision, the arbitrator shall neither add to, detract from nor modify the language of this Agreement. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the Village, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the Village of such right.

Section 5. Time Limits. All grievances not filed or appealed within the above time periods shall be deemed abandoned by the employee and/or Association. The term "working days" shall not include Saturdays, Sundays or holidays. The above time periods may be extended by mutual agreement of the parties in writing.

ARTICLE XVI - FAIR SHARE AGREEMENT

Section 1. Dues Deduction. The Employer agrees to deduct monthly dues from the pay of employees who individually sign voluntary check off authorization forms supplied by the Association which shall include the following statement: "I, the undersigned, hereby authorize the Village to deduct Association dues from my wages each and every payday and direct that such amount so deducted be sent to the Treasurer of the Association for and on my behalf. The authorization shall be irrevocable and shall automatically renew itself for successive years unless I give thirty (30) days written notice to the Village and the Association of my desire to change the amount or revoke the dues deduction at the end of such thirty (30) day period or at the end of such year.

NAME: _____

DATE: _____

WITNESS: _____

DATE: _____

The Employer agrees that on each paycheck of every month it will deduct from each employee requesting such deduction, the above enumerated amount and remit the total of such deductions to the Treasurer of the Association within thirty (30) days of the date such deductions were made with a list of the names that the deductions have been deducted from. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change.

Section 2. Fair Share Agreement.

A. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its Constitution and By-laws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

B. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and, therefore, all employees shall pay their proportionate

share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

C. The Village agrees that each month it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement who have not submitted a dues deduction authorization form pursuant to Section 1 above, the amount of money certified by the Association as being the monthly dues uniformly required of all employees. With regard to a new employee, such deduction shall commence with the month immediately following the month in which such employee completes his probationary period, provided, however, that in the event such employee becomes a member of the Association prior to the completion of his probationary period, such deductions shall commence with the month immediately following receipt of notice by the Village of his Association membership. Such amounts will be paid by the Village to the

Association within thirty (30) days after the deductions are made. Changes in the amount to be deducted shall be certified by the Association thirty (30) days before the effective date of the change.

D. The Association agrees to certify to the Village only such Fair Share costs as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the Fair Share amount certified by the Association as the cost of representation and receive where appropriate a rebate of any monies determined to have been improperly collected by the Association.

Section 3. The Village shall not be required to submit any amounts to the Association under this Article for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Village to make such deductions.

Section 4. The Village shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions from employees' wages earned.

Section 5. The Association shall defend, indemnify and save the Village harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the Village that arise out of the Village's compliance with this Article.

ARTICLE XVII - APPOINTMENT

In the event an employee appointed to the position of Community Service Officer or Juvenile Officer desires to return to a patrol position, this shall be allowed. Such employee may utilize his seniority and bump into a previous position, including shift.

ARTICLE XVIII - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

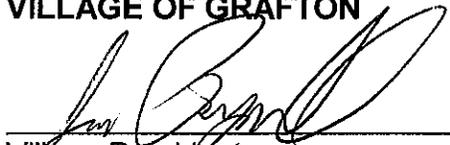
ARTICLE XIX - DURATION

Section 1. Duration. The entire Agreement as set forth above shall become effective on January 1, 2012, and expire at midnight on December 31, 2012.

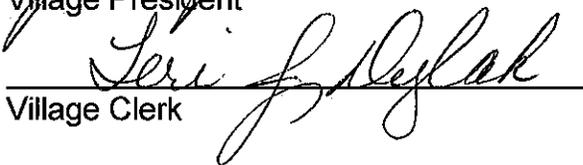
Section 2. Amendments. The Village and the Association hereto agree that if either party desires to amend and modify this Agreement for the period commencing January 1, 2013, the party who desires the amendment shall notify the other in writing on or before September 1, 2012. The parties shall thereafter and within thirty (30) days of receipt of such notification meet and confer in an attempt to reach a solution on the matter to which the amendment is sought.

Dated this 9th day of May 2012.

VILLAGE OF GRAFTON



Village President



Village Clerk

**THE LABOR ASSOCIATION OF
WISCONSIN, INC.**



Scott Brinkman



Tom Meiller



Benjamin Barth

APPENDIX "A"

PAY STEPS EFFECTIVE JANUARY 1, 2012

Rank	Pay Step		Percentage
	Annual	Bi-Weekly	Ratio to No. 5
Patrol Officer 1 (Probationary 1st Year)	\$ 50,883	\$ 1,957.04	75 %
Patrol Officer 2	\$ 55,633	2,139.74	82 %
Patrol Officer 3	\$ 59,027	2,270.27	87 %
Patrol Officer 4	\$ 63,095	2,426.73	93 %
Patrol Officer 5	\$ 67,845	2,609.43	100 %
Sergeant	\$ 72,592	2,792.00	107 %

PAY STEPS EFFECTIVE JULY 1, 2012

Rank	Pay Step		Percentage
	Annual	Bi-Weekly	Ratio to No. 5
Patrol Officer 1 (Probationary 1st Year)	\$ 51,519	\$ 1,981.50	75 %
Patrol Officer 2	\$ 56,329	2,166.49	82 %
Patrol Officer 3	\$ 59,765	2,298.65	87 %
Patrol Officer 4	\$ 63,884	2,457.07	93 %
Patrol Officer 5	\$ 68,693	2,642.05	100 %
Sergeant	\$ 73,499	2,826.90	107 %

- A. The pay steps as herein established are binding on the Association and the Village and cannot be added to or modified in any way unless agreed to by both parties. This provision is not to be construed to prevent the Village from starting an employee at any step higher than Step 1. However, the Village agrees to notify the Association in writing prior thereto.
- B. With the exception of the rank of Patrol Officer - 1, all pay steps herein established shall become automatic on an annual basis, but only on the anniversary date of hire covering each Association officer.
- C. Unless otherwise agreed by the Village and the Association, any future negotiated adjustments in salary, other than the automatic anniversary step increase described in "B" above, will be mutually determined using the Patrol Officer - 5 pay step as a base of one hundred percent (100%). Within each rank, pay step adjustments will be calculated on a percentage ratio to the Patrol Officer - 5 base of one hundred percent (100%) as shown above.

APPENDIX "B"

SUBSTANCE ABUSE

I. PURPOSE

The purpose of this policy is to outline the Police Department substance abuse testing program and provide all employees with notice of its provisions.

II. DISCUSSION

An Employee Assistance Program shall be made available to employees and family members to help them deal with problems on a voluntary basis. Employees should avail themselves of this assistance as early as possible in order to avoid more serious situations.

It is the policy of this Department that justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

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

When police officer employees participate in illegal drug use and drug activity, the integrity of their profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the Police Department and to preserve public trust and confidence in a fit and drug-free profession, this Department shall implement a drug testing program to detect prohibited drug use by Department employees.

III. DEFINITIONS

- A. Employee - All sworn personnel who work for the Village of Grafton Police Department.
- B. Supervisor - Those employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element.
- C. Drug Test - The compulsory production and submission of urine by an employee, in accordance with Departmental procedures, for chemical analysis to detect prohibited drug usage of controlled substances: Heroin, cocaine, phencyclidine, lysergic acid diethylamide, psilocin, psilocybin, amphetamine, methamphetamine, or any form of tetrahydrocannabinol, or any other controlled drug listed in Schedule I or II of State Code.
- D. Reasonable Suspicion - The Village has the right to require drug and alcohol tests of any employee where the Village reasonably suspects drug possession, usage or impairment by alcohol. Reasonable suspicion is that quantity of proof or evidence that is more than a hunch but less than probable cause. Reasonable suspicion must be based on specific objective facts, and any rationally derived inferences from those facts

about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty. Reasonable suspicion may be based upon, but is not limited to: unexplained and excessive absences, reports that the employee uses or is under the influence of drugs during work, the odor of drugs on the employee, unusual behavior such as slurred speech and lack of coordination, possession of paraphernalia used in connection with drug use.

- E. Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the Department as a police officer.
- F. Approved Testing Laboratory - A laboratory which meets Federal requirements and is certified to administer such testing.
- G. Adequately Trained - A laboratorian sufficiently trained in collection procedures by the Approved Testing Laboratory to meet the Federal guidelines for certification.

IV. PROCEDURES

- A. Prohibited Activity - The following rules shall apply to all applicants, probationary and regular employees, while on and off duty.
 - 1. No employee shall illegally possess any controlled substance.
 - 2. No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
 - a. An employee who is required to use a prescription medication and who has been advised by their physician not to work during such use must notify their immediate supervisor, including the prescribed period of use.
 - b. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the personnel file.
 - 3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
 - 4. Any employee having a probable cause to believe that another employee is illegally using, or is in possession of, any controlled substance, shall immediately report the facts and circumstances to his supervisor.
- B. Probationary Employee Drug Testing - All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Chief or his designee.
- C. Employee Drug Testing - Additional tests may be required as set forth in this policy:
 - 1. A Supervisor may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using or is in possession of drugs as

provided for in Section III, d. A summary of the facts supporting the order shall be made available to the employee prior to the actual test. A disagreement over the existence of reasonable suspicion shall not be grounds to refuse the test.

2. A drug test will be administered as part of all promotional procedures. Promotion shall be contingent upon passing the drug test.
3. Any sworn officer of this Department may be required to submit to a drug test if directly involved in a serious police incident as defined by the following cases:
 - a. Discharge of a firearm at a human being or a vehicle in which human beings are contained, in this scenario. A directly involved officer is any officer who actually discharges his/her weapon.
 - b. Police vehicle auto accident in which injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel may be required by the employee's supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A directly involved officer in this scenario is the driver of the police vehicle.
 - c. Whenever a member is directly involved in an accident that results in death or great bodily harm as defined by Wisconsin State Statute. A directly involved officer in this scenario is an officer whose actions or inactions proximately causes a death or great bodily harm.
4. On duty/off duty arrest or indictment for the use or possession of controlled substances.
5. Any officer, who in the carrying out of police duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such conduct. Documentation shall occur in writing explaining all circumstances, and the employee's supervisor shall be notified as soon as possible. Drug tests will be administered and no disciplinary action will be taken if the tests are positive under the following conditions:
 - a. The officer reasonably believed he/she was in physical danger if he/she did not ingest the drug or narcotic substance.
 - b. Nothing in this policy should be construed as granting permission for police officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance or controlled substance under any circumstance except cited in 5a.

D. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy to ensure the integrity of Department drug testing shall be adhered to by any qualified personnel administering drug tests.
2. The Chief, at his/her option, may require an escort to the testing site.
3. Qualified personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID or Driver's License.
4. A pretest interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
5. The bathroom facility of the testing area shall be private and secure.
6. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test. Documented medical inability to submit a sample shall not be considered a refusal.
7. Employees shall have their urine sample split and stored and made available to the employee for retesting in case of a positive test result. The urine samples must be provided at the same time, identified, marked, and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing at the approved testing laboratory. If the sample tests positive, the other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or his/her attorney, should the original sample result in a legal dispute or the chain of custody be broken.
8. If the employee desires to have his/her specimen retested because of a positive test result, he/she may do so at his/her own expense at an approved testing laboratory of his/her choice. Results of any retesting should be submitted to the Chief of Police in writing within five (5) working days, excluding Saturdays, Sundays, and Holidays, after the specimen is turned over to the employee's selected laboratory.
9. Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, and double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain of custody.

10. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

E. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure.
 - a. Initial screening test.
 - b. Confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. The laboratory will not release a positive screening result to the Grafton Police Department or the Village of Grafton Administrator until it has been confirmed by an alternate more specific method (GC/MS).
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse, including heroin, amphetamines, and barbiturates. Only qualified personnel who are trained in proper procedures of collecting evidence shall be utilized for testing the sample.
5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using an EMIT immunoassay drug screening test.

Amphetamines	1,000 ng/ml
Barbiturates.....	300 ng/ml
Cocaine	200 ng/ml
Opiates.....	300 ng/ml
THC	50 ng/ml
PCP	25 ng/ml
Benzodiazepines.....	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene.....	300 ng/ml

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GS/MS test on a urine specimen that tested positive using a technologically different initial screening method:

Marijuana metabolite.....	15*
Cocaine metabolite	150**

Opiates:

Morphine	300
Codeine.....	300
Phencyclidine	25
Amphetamines:	
Amphetamine.....	500
Methamphetamine	500

*Delta-9 tetrahydrocannabinol-9-carboxylic acid

** Benzoylecgonine

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis.
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the memorandum will be placed in the employee's personnel file.

F. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for one year.

G. Drug Test Results

1. All records pertaining to Department-required drug tests shall remain confidential. Copies of test results reported by number will be provided only to the Chief of Police and Village Administrator, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
2. Drug test results and records shall be retained in the employee's personnel file for an indefinite period.

H. Actions Taken/Positive Results

1. If an employee tests positive, and the tests identify cocaine, heroin, amphetamines, barbiturates, or any other drugs as defined in this policy (III C), and Wisconsin State Statute, Chapter 161 (Uniform Controlled Substance Act), the employer may pursue discipline up to and including discharge of the employee.
2. A member, who has been ordered to take and has taken, a drug test based on either reasonable suspicion, or the requirements of paragraph IV D, hereof, shall not be subject to disciplinary action until the test results are received by the department. During that period the member may be required to surrender his/her weapon, badge, ID card, cap shield, and keys, and may be suspended

with pay. This action shall be accomplished whenever possible without advising other personnel of the reasons.

3. All discipline involving a member who has a confirmed positive test for illegal drug use shall be administered in accordance with 62.13, Wis. Stats.; such discipline may include dismissal from the department. The department's position is that any member proven to have illegally used or possessed controlled substances shall be dismissed for such use, subject only to the discretion of the Chief and review by the Police and Fire Commission.

V. REFUSAL TO SUBMIT

Employees who refuse to submit to a required drug test under this policy will be considered as a refusal of a direct order and will be cause for discipline up to and including discharge from employment.