

AGREEMENT

BETWEEN

THE VILLAGE OF SLINGER

AND THE

SLINGER PROFESSIONAL POLICE ASSOCIATION

LOCAL 315

OF THE

LABOR ASSOCIATION OF WISCONSIN, INC.

January 1, 2011 through December 31, 2012

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ARTICLE 1 - AGREEMENT

Section 1.01: THIS AGREEMENT is made and entered into at Slinger, Wisconsin, this 1st day of January, 2011, by and between the Village of Slinger hereinafter referred to as the "Village" or "Employer" and the Slinger Professional Police Officer's Association, Local 315 of the Labor Association of Wisconsin, Inc., hereinafter referred to as the "Association", pursuant to the applicable provisions of chapter 111 of the Wisconsin Statutes.

ARTICLE 2 - RECOGNITION

Section 2.01 - Exclusive Recognition: The Village hereby recognizes the Labor Association of Wisconsin, Inc. as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees of the Slinger Police Department having powers of arrest, excluding supervisory, managerial, and confidential employees.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.01: Neither the Employer or the Association shall discriminate against any of the members of the bargaining unit during the tenure of their employment because of race, creed, religion, color, sex, national origin, marital status, handicap or age, as provided by law.

Section 3.02: All references to employees in the male or female gender shall be interchangeable where applicable.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.01: The Slinger Village Board possesses the sole right to operate the Village of Slinger and all management rights repose in it. These rights include, but are not limited to, the following:

- A. To direct all operations of the Village of Slinger;
- B. To establish reasonable work rules and regulations for the conduct of its business;
- C. To hire, promote, transfer, lay off, schedule and assign employees in positions within the Village of Slinger municipal government;

- D. To suspend, demote, discharge and take other disciplinary action against non-probationary employees for just cause;
- E. To relieve employees from their duties because of lack of work or other legitimate reason.
- F. To determine the size and composition of the work force, and determine the work to be performed by the work force and each employee; to determine the competence and qualifications of employees;
- G. To establish the number of shifts, hours of work and work schedules and to schedule overtime work when required;
- H. To maintain efficiency of Village of Slinger municipal operations;
- I. To take whatever action is necessary to comply with State or Federal law;
- J. To create, modify, or eliminate positions or departments and to introduce new or improved operations, work practices, methods or facilities;
- K. To change existing methods or facilities;
- L. To determine the kinds and amounts of services to be performed as pertains to Village of Slinger municipal operations; and the number and kind of classifications to perform such services;
- M. To contract out for goods or services provided that no bargaining unit employee will be laid off or suffer a reduction in hours as a result of contracting or subcontracting;
- N. To take whatever action is necessary to carry out the functions of the Village of Slinger in situations of emergency.

Nothing contained in this Article shall be construed as divesting an employee of any right granted elsewhere in this Agreement or the Wisconsin Statutes.

Section 4.02 - Exercise of Rights. The Employer agrees that it will exercise the rights enumerated above in a reasonable manner.

ARTICLE 5 - ASSOCIATION ACTIVITIES

Section 5.01 - Association Business. The Association agrees to conduct its business off the job except as herein provided. In no event will Association activities interrupt the Village's normal operations. This Article does not prevent an Association Representative from presenting any grievance in accordance with the procedures outlined in this Agreement, nor prevent certain routine, reasonable business such as the posting of the Association notices and bulletins.

Section 5.02 - Grievances: The Village hereby agrees that time spent in the presentation of grievances during regular working hours shall not be deducted from the pay of delegated employee representatives of the Association. Only those employees who are reasonably necessary for presentation of a grievant's case will participate in grievance arbitration hearings. After employees are excused from an arbitration hearing, they will return to work.

Section 5.03 - Convention Delegates: One (1) delegate will be allowed leave without pay, not to exceed one (1) day in any one (1) year, in order to attend a convention, conference or seminar.

Section 5.04 - Bulletin Boards: The Village agrees to provide and allow the use of bulletin board or posting space in convenient areas in the work locations, provided however, that bulletin space shall be used only for Association business such as notices of Association meetings, elections and results, rulings or policies, reports on social activities.

Section 5.05 - Representatives: Representatives of the Association having business with the officers or individual members of the Association, may confer with such officers or members during the course of the work day for reasonable periods of time, provided that notice is first given to the Chief of Police, or his designee, and normal Village operations are not disrupted.

Section 5.06 - Meeting Rooms and Facilities: The Association may use the Village meeting room at the Village Hall, without charge, for Association business under the guidelines established by the Village Board. Association meetings will not be conducted at any other Village facility.

Section 5.07 - Negotiations: When collective bargaining is scheduled during regular working hours by the Village, authorized representatives of the Association Bargaining

Committee, not to exceed one (1) full-time employee, unless the Village agrees to allow additional members to attend, will suffer no loss in wages or benefits for time spent in collective bargaining.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.01 - Definitions: A grievance is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. The Association or an employee may be a grievant.

Section 6.02 - Grievance Procedure:

- A. All times set forth in this Article are working days and are exclusive of Saturdays, Sundays and any holiday recognized by this Agreement. All time requirements set forth in this Article may be waived or extended by mutual agreement of the parties.
- B. If the Village fails to respond within the allotted time limits as set forth below the grievance is to be deemed denied and the Association may move the grievance to the next step. The failure of an employee or the Association to file or appeal the grievance in a timely manner shall be deemed a withdrawal of the grievance.
- C. All decisions respective to written grievances will be in writing and shall be transmitted to the aggrieved and to the Association.
- D. Grievances will be presented using the form in Appendix B.
- E. The grievance procedure shall consist of the four (4) steps hereinafter set forth.

Step 1: In the event of a grievance, the employee shall perform his assigned duties and grieve the complaint later. The aggrieved Officer, and/or the Association, shall present the grievance in writing to the Chief of Police, within ten (10) working days of the incident or within ten (10) working days of his securing knowledge thereof. Thereafter, the Chief shall present a written answer within ten (10) working days.

Step 2: If no satisfactory resolution is reached at Step 1, within ten (10) working days after receipt of the written decision of the Chief of Police, or last date due, the matter shall be presented in writing to the Village Administrator. The Village Administrator, within ten (10) working days of receipt of the grievance, will schedule a conference with the

grievant and his or her representative, at a mutually agreeable time, to review the grievance. The Village Administrator will issue a written decision within ten (10) working days after the conference.

Step 3: If no satisfactory resolution is reached at Step 2, the matter shall be presented to the Village Board within ten (10) working days of receipt of the answer in Step 2, or last date due, for consideration. The grievance will be reviewed by the Village Board in the course of the next regularly scheduled meeting of the Board or a special meeting called for this purpose. At the Board meeting, the grievance shall be presented by the grievant and/or his/her representative if they are available. The Board will render a decision in writing within ten (10) working days after such meeting.

Step 4: If the grievance is not settled in Step 3, the Association shall, within ten (10) working days from the receipt of the answer in Step 3 or the last date due, notify the Village Administrator, in writing, of the Association's intent to proceed to arbitration.

Section 6.03 - Arbitration Selection:

The parties agree to file a joint request to the WERC seeking a panel of five (5) staff members to act as an impartial arbitrator. The order of striking names shall be determined by a coin toss.

Section 6.04 - Arbitration Hearing: The arbitrator selected shall meet with the parties at a mutually agreeable date to hear testimony and review the evidence relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a decision to both the Village Board and the Association which shall be final and binding upon both parties. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration.

Section 6.05 - Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to the interpretation, meaning or application of the contract provisions alleged to have been violated.

Section 6.06 - Costs: The cost of the arbitrator shall be shared equally by the parties. Each party shall bear its own costs for preparation and representation at the grievance hearing.

However, when the parties agree to preparation of an arbitration hearing transcript, the parties will share equally all costs and expenses incurred through preparation of the transcript. Except as provided in Section 6.07 below, time spent by employees in testifying or in participating at the grievance hearing will not be paid by the Village Board.

Section 6.07 - Subpoenas: If the Association determines that it is necessary to subpoena employees, other than the grievant, to testify in the course of the arbitration hearing, the parties will attempt to schedule the arbitration hearing in order that employee witnesses may testify during non-working hours. If it is not possible to schedule the grievance hearing so that employees may testify during non-working hours, employees will not suffer a loss of compensation for time spent in the course of testifying during the arbitration hearing, or otherwise participating in the hearing as required by the arbitrator. Employees will return to work upon being excused from an arbitration hearing during a regular work shift.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 7.01: The Village has the right to discipline or discharge non-probationary employees for just cause. Whenever an employee has reason to believe that discipline may result from a meeting with a superior they shall have the right to have an Association Representative present if they so choose.

Section 7.02: Disciplinary actions that are subject to Section 62.13 of the Wisconsin Statutes will be excluded from the grievance and arbitration provisions.

ARTICLE 8 - RULES AND REGULATIONS

Section 8.01: The Village has the right to promulgate reasonable rules and regulations provided that the rules and regulations which are mandatory subjects of bargaining or impact on mandatory subjects of bargaining shall be provided to the Association at least ten (10) days prior to implementation.

ARTICLE 9 - FAIR SHARE/DUES DEDUCTION

Section 9.01: 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, creed, religion, sex, color, national origin, handicap, age, or Association activities. This article is subject to the duty of the Wisconsin Employment Relations Commission (WERC) to suspend the application of this Article whenever the WERC finds that the Association has denied an employee membership for any of the above reasons.

Section 9.02: The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally. Therefore, all employees shall pay their proportionate share of the costs of negotiating and administering the collective bargaining agreement as certified by the Association. The Association agrees that it will only certify such fair share amounts as authorized by law and shall, where required, provide an internal mechanism through which employees may challenge the fair share amount consistent with the law and, where appropriate, receive a refund of monies deducted under this Article.

Section 9.03 - Deductions: The Employer agrees that on the first paycheck of every month it will deduct from the earnings of all employees in the collective bargaining unit covered by this agreement, the amount of money certified by the Association as being the fair share fee uniformly required of all employees. Changes in the amount of the fair share fee to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association. New employees shall be required to pay fair share on the first paycheck in the month following thirty (30) calendar days of employment.

Section 9.04 - Hold Harmless: The Association shall indemnify and save the Employer harmless to the extent that the Association will defend the Employer against any claim made by an employee that arises out of the Employer's compliance with this Fair Share Agreement. Provided, however, the Association shall only be liable and obligated to defend the Employer if the Association has exclusive authority to direct and manage such defense.

Section 9.05 - Inadvertence or Error. If, through inadvertence or error, the Village of Slinger fails or neglects to make a deduction which is properly due or owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative.

Section 9.06 - Disputes: The Association shall provide employees who are not members of the Association with an internal mechanism which will allow an employee to challenge the certified fair share amount. An employee shall receive a rebate of any monies improperly collected by the Association. The Association will, to the extent required by state or federal law, place in an interest bearing escrow account, any disputed fair share amount until a settlement has been reached by the parties or a determination has been made by an impartial umpire designated by the WERC.

Section 9.07 - Dues Deduction: The Village 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 each paycheck every month 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 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 30 day period or at the end of such year.

Name: _____ Date _____

Witness: _____ Date _____

The Village agrees to deduct the appropriate amount from the paycheck of each employee requesting such deduction on a monthly basis following receipt of the above enumerated statement and shall remit the total of such deductions to the Treasurer of the Association within ten (10) days of the date such deductions were made with a list of the names of employees that the deductions were taken from. Any changes in the amount to be deducted shall be certified to the Village by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change.

ARTICLE 10 - SENIORITY

Section 10.01 - Full-Time Definition: Full-time employees shall attain seniority from the last date of hire. If more than one employee is hired or promoted on the same date, seniority among such employees shall be based on eligibility list placement.

Section 10.02 - Loss of Seniority: The employment relationship shall be broken and terminated if an employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Is absent from work for three (3) consecutive working days without notification to and approved by the Employer unless unable to notify for physical or other reasonable excuse;
- D. Fails to indicate his or her intent to report to work within three (3) working days after having received notice of recall by certified mail, unless the employee involved has both notified the Employer and received approval by the Employer, or unless the employee is unable to notify the Employer for physical reasons or other reasonable excuse. The time limit contained herein may be extended by mutual agreement;
- E. Fails to report to work within three (3) days after termination of a leave of absence. The time limit contained herein may be extended by mutual agreement;
- F. Is retired;
- G. Is on layoff for more than two (2) years.

Section 10.03 - Seniority Accrual: Seniority shall continue to accrue during periods of any paid leave or approved leave of absence and for a period of up to two (2) years while an employee is on layoff.

Section 10.04 - List of Employees: The Village shall annually submit to the Association, a list of employees in the Police Department arranged in order of their seniority.

Section 10.05 – Seniority and Work and Shift Assignments. The Chief of Police shall post the shift assignments that are available for the forthcoming year no later than October 1st of

each year. Choice of shift assignments for full-time officers shall be made on the basis of seniority. This process will start with the most senior officer and will follow by seniority. Each officer will have five (5) days to make their selection, passing the selection sheet onto the next senior officer when they are done. If an officer does not have the shift pick made by 4:00PM on the 5th day, that officer drops to the bottom of the shift selection list. The process will repeat itself until the last officer has made the selection. The selection process can be expedited should officers make their pick faster than the allotted five (5) days allowed. The Chief of Police will post the shift assignments no later than December 1st of each year.

ARTICLE 11 - LAYOFF AND RECALL

Section 11.01: Layoffs and recalls shall be governed in accordance with Section 62.13 (5m), of the Wisconsin Statutes.

ARTICLE 12 - PROMOTIONS AND TRANSFERS

Section 12.01 - Posting: When the Village Board decides to fill a vacancy caused by retirement or termination of an incumbent employee, the creation of a new position or for whatever reason, the job vacancy will be announced to all employees through job posting.

Section 12.02 - Procedure: Job vacancies shall be posted on bulletin boards in convenient locations for at least five (5) work days in overlapping weeks. The job posting shall set forth the job title, work location, scheduled hours, rate of pay and a brief description of the job requirements and qualifications required and desired.

Section 12.03 - Eligibility: Whenever a vacancy occurs or a new position is created within the bargaining unit above the rank of Patrol Officer, any full time officer may apply, provided the officer has a minimum of three (3) consecutive years of service as a Village of Slinger Police Officer and has a college degree. (Associate degree in Police Science or a higher degree in a related field).

Section 12.04 - Selection: The employee who is most qualified will be promoted or appointed to the vacant position.

Section 12.05 - Probation: The employee selected or appointed to the job vacancy will

be appointed on a probationary basis for a period not to exceed one hundred-eighty (180) days. Should the Village Police Committee determine that the employee is not qualified within said period, the employee will be reappointed to his or her former position at his or her former rate of pay with no loss in other benefits. A determination by the Village Police Committee during the probationary period that the employee is not qualified, is not subject to the grievance and arbitration procedure.

Section 12.06 - Successive Appointments: If during the probationary period the employee is determined to be unqualified, the Police Committee will promote or appoint the next most qualified employee who signed the posting as outlined above. This procedure will continue until the position is filled.

Section 12.07: The eligibility list created as a result of the above testing shall stay in existence for a period of one (1) year from the date it is established and any vacancies which occur during that period shall utilize the list.

Section 12.08: Vacancies that occur shall be filled within ninety (90) days of the date that the promotional procedure list is created.

ARTICLE 13 - PROBATION

Section 13.01 - Full-time Officer: The probation period for all new full-time officers shall be one (1) year.

Section 13.02 - Dismissal: During the initial probationary period for a new hire, the employee will be subject to dismissal without recourse to the grievance procedure.

Section 13.03 - Promotions: The probationary period for any employee promoted to a rank higher than the rank of Patrol Officer shall be six (6) months. Any promoted employee shall, during his probationary period, have the right to return to their former position and work cycle without loss of benefits and/or wages as paid prior to the promotion.

ARTICLE 14 - WAGES AND HOURS OF WORK

Section 14.01 - Wage Schedule: The classification and wage schedule shall be made a part of this agreement and is attached hereto as Appendix "A".

Section 14.02 - Work Week Schedule: Employees will work a repetitive schedule as follows: Six (6) consecutive days on duty followed by three (3) consecutive days off duty, then repeating the cycle. A normal work day shall consist of an 8.5 hour shift. A normal work week shall average 39.75 hours based on a fifty-two (52) week year.

Section 14.03 - Relief Time: All employees shall receive a thirty (30) minute paid lunch break during his tour of duty, which will be taken at staggered times. In the event of an emergency situation which requires the presence of an employee on his lunch break, that employee will respond immediately to that situation and upon completion, may return to use any outstanding time.

ARTICLE 15 - OVERTIME

Section 15.01 - Daily and Weekly: All work performed outside the normal work day and work week shall constitute overtime and shall be paid at the rate of time and one-half (1-1/2). All hours worked in excess of eight and one-half (8-1/2) hours in a day shall be paid at the rate of time and one-half (1-1/2).

Section 15.02 - Overtime Distribution: When the Chief of Police or designee elects to have overtime work performed by full-time employees, the work will be offered to the most senior employee who is qualified to perform the available work. The overtime will be offered to full-time employees who are off duty and who will be able to work the overtime without working two (2) consecutive shifts. If no full-time employees volunteer for the overtime, then the least senior full-time employee shall be ordered in.

Section 15.03 - Additional Work: When additional work becomes available, bargaining unit employees, if qualified, shall be given the opportunity to perform such work before non-bargaining unit employees. This section is inapplicable to work performed by the Chief of Police.

Section 15.04 - Computation: For the purpose of computing overtime pay, all hours paid shall be considered hours worked.

Section 15.05 - Call-in Time: An officer, who is called in to work outside his normal work shift, shall be entitled to at least two (2) hours pay at time and one-half (1-1/2) for all time worked, whichever is greater. An officer shall not be entitled to the two (2) hour minimum when

he reports early for a particular shift or remains after the end of his shift, provided that the overtime and the shifts are contiguous. The two (2) hour minimum at time and one-half shall apply to departmental meetings if they fall on an officer's off day. An officer's off day is defined as commencing at the end of a shift on his sixth (6th) day of work and concluding at the time of day he starts work on the first day of his six day work week. Any departmental meetings that take place during his normal work week shall be paid at a minimum of one (1) hour at time and one half. If the departmental meeting exceeds the two (2) hour minimum for an employee who is on his off day or the one (1) hour minimum for employees who attend departmental meetings during their work week, additional overtime shall be paid for all actual hours attending the meeting.

Section 15.06 - Overtime Work Required: Whenever, in the judgment of the Chief of Police or designee, it is necessary to require employees to work overtime, the employees will render overtime services.

Section 15.07 - Compensatory Time: In lieu of cash payment for overtime hours worked, an employee may elect to take compensatory time off with pay. Compensatory time off will accumulate at the appropriate overtime rate for each overtime hour worked. Employees may accumulate up to fifty-nine and one-half (59.5) hours of compensatory time in each calendar year. Compensatory time earned, but not taken as of December 31 of each year, shall be paid at the employee's rate of pay in effect on December 31. Compensatory time hours may not be carried forward to subsequent calendar years. Compensatory time off will be taken at a time approved by the Chief of Police or designee. Overtime to be taken as compensatory time must be recorded on the employee's time sheet when turned in. Compensatory time will not generate additional compensatory time or overtime hours for other employees and may not be taken in a manner which will interfere with vacation or personal days of other employees.

Section 15.08 - Auxiliary Personnel: The use of auxiliary personnel shall not cause a reduction in the regularly scheduled bargaining unit hours. In the event that bargaining unit personnel do not volunteer for available posted overtime, the Chief of Police may assign auxiliary employees. Provided, however, whenever, in the judgment of the Chief of Police or his designee, it is necessary to require employees to work overtime, employees will render overtime services.

ARTICLE 16 - UNIFORMS

Section 16.01 - Uniforms: Upon the initial hiring of an officer, the employer shall provide the items set forth in Sections 16.02.

Section 16.02 - New Employees: The Village shall supply all new full-time officers with the following items:

Full-Time Officers:

1. One (1) summer hat
2. One (1) summer cap
3. One (1) winter hat
4. One (1) winter coat
5. Three (3) uniform trousers
6. Three (3) summer short sleeve shirts
7. Three (3) winter long sleeve shirts
8. One (1) department sweater
9. Two (2) dickeys or turtle neck sweaters
10. One (1) gun belt assembly with holster, ammo pouches, flashlight holder, handcuff case, portable radio holder, key holder, pepper spray holder and latex gloves holder
11. One (1) pair of boots
12. One (1) department approved firearm
13. One (1) department approved raincoat
14. Badges
15. Name tag
16. Patches
17. Collar brass
18. Flashlight
19. Portable radio
20. Ballistic vest
21. Handcuffs

Section 16.03 - Damage: The Village agrees that if the officer damages his uniform or equipment in the line of duty, the Village will pay reasonable costs to repair or replace the damaged item of clothing or equipment. If eye glasses are damaged in the line of duty the Village shall pay a reasonable amount to repair or replace the eyeglasses.

Section 16.04 - Uniform Allowance: Effective January 1, 2009, with the exception of new full time hires during the first year of employment, the Village will allocate the sum of \$477.52 for each member of the collective bargaining unit for the purpose of purchasing, replacing, or repairing items of clothing and equipment authorized under Section 16.02. During a full-time employee's second year of employment, he/she shall receive fifty percent (50%) of said uniform allowance. The amount allocated will be held in a segregated Village sub-account for each officer. Direct payments will be made by the Village from each sub-account for the purposes set forth herein, whenever possible. The amount allocated on behalf of each officer will be increased to \$491.85 effective January 1, 2010. Any unexpended balance remaining in an officer's sub-account as of December 31 of each year will not be carried over to the next calendar year. After completing two years of employment, new full time officers are eligible for the uniform allowance authorized under this section.

All uniform purchases are subject to State and Federal guidelines.

Section 16.05 - Ballistic Vests: The Village agrees to replace ballistic vests worn by the members of the collective bargaining unit in conformance with the recommendations of the vest manufacture.

ARTICLE 17 - MILEAGE REIMBURSEMENT

Section 17.01: Mileage reimbursement will be paid at the rate established by the Internal Revenue Service any time a member of the Bargaining Unit is required to use his personal vehicle for police business or while attending police related training or schools. Village owned vehicles will be used whenever available for official travel. Members of the bargaining unit must obtain prior authorization from the Chief of Police, or designee, before using a personal vehicle for official purposes, including attendance at police related training or schools.

ARTICLE 18 - WISCONSIN RETIREMENT SYSTEM

Section 18.01 - Plan: Employees shall be covered under the Wisconsin Retirement System, in accordance with Chapter 41 of the Wisconsin Statutes.

Section 18.02 - Contribution: The Employer will pay the entire employee contribution to the Wisconsin Retirement Fund during calendar years 1997, 1998 and 1999 and up to 6.1% toward that employee contribution thereafter.

ARTICLE 19 - INSURANCE

Section 19.01 - Health Insurance Premium Contribution: Should the existing health insurance carrier cancel the coverage of the Village of Slinger or otherwise refuse to renew coverage under the health care plan during the term of the existing and successor collective bargaining agreement, the parties agree to meet and confer with respect to options available through which to replace the coverage.

The Village shall provide Health Insurance under the Wisconsin Public Employer's Group Health Insurance Program administered by the State of Wisconsin Department of Employee Trust Funds. The Village shall pay ninety-two and one-half percent (92.5%) of the lowest cost qualified plan and the employees will pay the balance of the premium seven and one-half percent (7.5%) through payroll deduction. The Village will maintain an IRS, Section 125 Conversion Plan.

If an employee is insured by a provider outside of Washington County at a rate less than the lowest cost qualified plan in Washington County, The Village shall pay fifty (50%) of the premium difference to the employee in December of each year.

During the term of this agreement, the Village of Slinger may elect to participate in the deductible HMO Standard Plan offered by the State and which provides a \$1,000 family/\$500 individual deductible. Said plan will become the available insurance plan. If the deductible plan is implemented, the Village will contribute at the beginning of the calendar year, \$800 for employees with family coverage and \$400 for those with single coverage to a Section 125 Flexible Spending Account (FSA). Said contribution may be used to pay all qualified medical expenses. All contributions which are not used for the purposes set forth above during the calendar year in

which they are incurred shall revert to the Village. Employees will have until March 15th of the following year to file claims for the preceding year's qualified expenses.

Employees without health insurance must self fund all FSA contribution and costs.

Section 19.02 - Change of Carrier: The Board, from time to time, may change the insurance carriers or self-fund health or dental care benefits if it elects to do so, provided equivalent or improved benefits are provided. The Association shall be advised of any prospective change in carrier at least thirty (30) days in advance.

Section 19.03 - Retired Employees: Employees who retire may continue coverage under the health plan in effect for retired employees upon payment of the full applicable monthly premium.

Section 19.04 - Married Employees: Employees who work for the Village who are married shall only be entitled to one family plan. Married employees of the Village shall not be eligible for two (2) family plans or two (2) single plans.

Section 19.05 - Dental Insurance: The Employer will provide and pay the full premium for a Dental care benefit plan for employees.

Section 19.06 - Life Insurance: The Village agrees to pay the full premium for Wisconsin Public Employer's Group Life Insurance Program for all regular employees in an amount equal to one thousand dollars (\$1,000.00) of insurance for each one thousand dollars (\$1,000.00) of base salary, rounded to the next highest one thousand dollars (\$1,000.00).

Section 19.07 - Professional Police Liability Insurance: The Village shall provide professional police liability insurance which shall cover each employee of the department.

Section 19.08 - Long Term Disability: The Village will provide and pay the full premium for a long term disability benefits plan for employees within the bargaining unit, providing for payment of seventy percent (70%) of an eligible employee's covered compensation at the time of disability to age sixty five (65), after a waiting period of sixty (60) consecutive calendar days, with a maximum monthly benefit of two thousand nine hundred and seventeen dollars (\$2917.00).

Section 19.09 – Insurance Trust: The Village agrees to pay the employee's contribution

to the Labor Association of Wisconsin retiree Trust Account in the amount of ten dollars (\$10.00) per person per month.

Section 19.10 – AFLAC: Employees will be allowed to participate in the same AFLAC insurance plan offered to non-union employees with the employee paying the administrative cost for participation.

ARTICLE 20 - WORKER'S COMPENSATION

Section 20.01: In the event an employee is injured or becomes disabled while on duty and is receiving worker's compensation payments for temporary-total or temporary-partial disability, the Village will pay the employee eighty percent (80%) of his regular straight time wages during such absence for a maximum period of one (1) year for any one occurrence. If the Internal Revenue Service determines that injury pay benefits provided above are taxable as wages, then beginning with the effective date of such determination, the Village will pay one hundred percent (100%) of the employee's regular straight time wages in accordance with the conditions set forth above. Any check received by such employee as Worker's Compensation Benefits during such period shall be endorsed by the employee and turned over to the Village.

ARTICLE 21 - VACATIONS

Section 21.01 - Vacation Allotment: All employees accrue and are authorized vacation with pay as follows:

<u>Years of Continuous Service</u>	<u>Annual Vacation Accrual</u>
After 1 year of service	10 days of vacation
After 5 years of service	15 days of vacation
After 12 years of service	20 days of vacation
After 19 years of service	25 days of vacation

Section 21.02 – Vacation Eligibility:

A. There shall be no vacation accrual during an employee-requested approved unpaid leave of absence other than Family and Medical Leave or as otherwise required by law. Full-time employee vacation eligibility shall be computed on a calendar year basis utilizing January 1 as each

year. Employees who are on the payroll of the Village as of January 1st, but who have been employed by the Village for less than twelve (12) consecutive months prior to January 1st or employees who are eligible for additional vacation time due to years of continuous service shall be credited with a pro-rated number of vacation days based upon the number of days worked during the preceding calendar year for new employees and based upon the number of days worked in the preceding calendar year since the employees anniversary date, if it is a case where the employee is eligible for additional vacation time. Employees who are eligible for additional vacation because of continuous years of service shall receive a prorated number of vacation days to be used from their anniversary date until January 1 at which time they would then receive their full allotment for the forthcoming calendar year.

Example: An employee who reaches his 7th anniversary date on October 1st has three (3) months remaining in the calendar year after he reaches his anniversary date. Therefore, he would be entitled to 3/12ths of fifteen (15) working days. (15 working days divided by 12 months times 3 months equals 3.75 vacation days to be used before the end of the year.

Section 21.03 - Vacation Selection: Starting on the 2nd Monday of January each officer will have five (5) calendar days to make their vacation selection. This process will start with the most senior officer and will follow by seniority. The selections must be in the Police Chief's office on Friday, the 5th day, by 5:00 p.m. The next senior officer will start the selection process on the following Monday and following the same schedule. The process will repeat itself until the last officer has made the selection. If any officer does not have the vacation selection made by the Friday, 5:00 p.m. deadline on the 5th day, that officer drops to the bottom of the vacation selection list. Each officer can pick up to six (6) working days during the 1st vacation selection.

After every officer has had the opportunity to select the first round of vacation picks, a second process will take place. The process will follow the same format as the 1st selection, except the officer will have only three (3) days to select the additional four (4) vacation days. Vacation days and holidays will be granted on a first come first approved basis after April 1st. If more than one officer selects the same vacation or holiday on the same pick day, the most senior officer will be granted the off-time. An officer may not trade a vacation selection to another officer. Only one officer will be allowed off-time per twenty-four (24) hour period.

Section 21.04 - Vacation Day Increments: Officers may take up to six (6) days on the 1st selection, in any order. Officers having fifteen (15) days vacation must select a five (5) day consecutive block within that calendar year.

Section 21.05 - Rate of Pay: Vacation pay shall be computed at the employee's regular rate of pay for the employee's regular scheduled number of hours.

Section 21.06 - No Carry Over: Vacation is not cumulative and employees must take vacation within the calendar year. With the exception of vacation days which are suspended as the result of an emergency, vacation days which are not taken will be lost.

Section 21.07 - Retiree Payout: In the year in which an employee retires, the employee will earn vacation on a pro-rata basis measured from January 1 of that year to the date of retirement. Upon the resignation or retirement of an employee, the Village will make payment for all vacation days accrued up to and including the last day worked by the employee, but not yet used by the employee. No payment will be made for accrued vacation days, regardless of the reason for employment termination, until the employee has successfully completed the probationary period.

ARTICLE 22 - HOLIDAYS

Section 22.01 - Holiday Allotment: Effective January 1 of each year all employees shall be eligible for ninety three and one-half hours (93.5) of holiday pay. Employees may take the holiday pay in time off at any time during the year subject to approval of the Chief of Police or his designee or take the holiday pay in cash at the end of the year. An officer may not trade a holiday selection to another officer. Holiday hours that are not used or approved to be used at a future date by December 1 of each year shall be paid out in the first pay period in December.

Section 22.02 - Holiday Pay/Termination: Any employee who leaves the employment of the Village for any reason shall be paid holiday hours on a prorated basis. (i.e. one (1) month equals 7.8 hours holiday pay) Employees who terminate their employment and have used more holiday hours than they are entitled to shall be responsible for paying back the holiday hours used in excess of their entitlement. This amount shall be deducted from the terminated employee's last paycheck. If an officer is called in for duty on a holiday, or if the officer works beyond his normal

shift on a holiday, that officer shall receive double time for all hours worked on the holiday. An officer shall not receive double time for his working his normally scheduled shift.

ARTICLE 23 - SICK LEAVE

Section 23.01 - Annual Cumulative: All employees are allowed one (1) day of sick leave per month of employment, cumulative to a maximum of one hundred twenty (120) days.

Section 23.02 - Purpose: All employees covered by this Agreement shall be entitled to use earned sick leave without loss of pay when absence from work is required because of personal illness or injury. However, sick leave may be used for doctor and dentist appointments for the employee, if such appointment can only be arranged during working hours.

Section 23.03 - Notice: As a pre-condition to the payment of sick leave benefits, employees will notify the Chief of Police or designee at least one (1) hour in advance of the scheduled work shift, unless unforeseen circumstances occur which prohibit the employee from notifying the Chief of Police or his designee, as to the inability of the employee to work. If the Chief of Police or designee are unavailable, the employee will notify the Village office. During extended absences, employees will provide the Chief of Police with periodic reports regarding their health progress toward recovery using the form provided by the Village Board.

Section 23.04 - Regulation: Employees may be required, if requested, to furnish a doctor's certificate or other evidence of illness after absence of three (3) consecutive work days, or for cause.

Section 23.05 - Previously Accumulated Sick Leave: Previously accumulated sick leave shall not be terminated during any period of approved leave of absence. Should any employee be laid off, previously accumulated sick leave shall continue in effect if he or she is rehired.

Section 23.06 - Extended Leave: An employee who has exhausted his or her sick leave and is still unable to return to work shall be granted a medical leave of absence until such time as the employee is able to return. The Village shall continue to pay the applicable insurance premiums for the first sixty (60) days of said leave. After sixty (60) days, the employee shall be entitled to remain in the insurance programs with the employee paying the premiums. Employees

on such leave shall be entitled to return to their former position, if they are able to do so, within one (1) year. Employees not able to return after one (1) year shall be placed on leave of absence until the earliest of the following:

1. The employee obtains a Disability Retirement through the Wisconsin Retirement System;
2. The employee declines a position offered by the Village for which the employee is capable and qualified to perform;
3. The employee has been on leave of absence under this section for three (3) years.

Employees hired to fill a position that has been directly or indirectly vacated as a result of an employee being placed on medical leave shall be considered to be a probationary employee for the one (1) year period for which the employee on medical leave may return to his/her position, or for the normal probationary period, whichever is longer. If the replacement employee remains employed beyond the one (1) year period for which the employee on medical leave may return to his/her position, the replacement employee shall be considered to have completed his/her probationary period.

Section 23.07 - Records. The Employer shall prepare a record stating the accumulated sick leave of each employee, and said record may be inspected by an employee or by the Association at the Village Clerk's office.

Section 23.08 - Sick Leave Conversion. Employees who retire or die with at least ninety (90) days of sick leave accumulated shall receive fifty percent (50%) of their accumulated sick leave credits converted to its monetary value at the employee's last rate of pay. Such employees with less than ninety (90) days but at least sixty (60) days shall have twenty-five percent (25%) of their accumulated sick leave so converted. At the employee's option, said monies shall be paid to the employee in cash, or retained by the Village in an account to be used to pay the premium for the health insurance plan in effect for bargaining unit employees. No hours will be paid for which compensation is received or time not worked for any other reason such as vacation, holiday, etc.

ARTICLE 24 - FUNERAL LEAVE

Section 24.01 - Immediate Family of Employee: In the event of the death of a member of an employee's immediate family, three (3) days of leave with pay are authorized for attendance

at the funeral and other related obligations. The "immediate family" refers to the spouse, child, father, mother, brother or sister of the employee or spouse and the step relations of the stated relationships. One (1) day off with pay is authorized for attendance at the funeral and other related obligations upon the death of a grandparent, grandchild, son-in-law, daughter-in-law, grandmother-in-law, and grandfather-in-law. No hours will be paid for which compensation is received for time not worked for any other reason such as vacation, holiday, etc.

ARTICLE 25 - JURY DUTY

Section 25.01: Employees will be granted leave with pay for jury service upon presentation of satisfactory evidence relating to the requirement to perform such service. Any compensation received for jury service, excluding mileage, will be paid to the Village of Slinger. Employees will report for work, if excused from jury service before the end of the employee's scheduled work day. Employees who are not ordinarily assigned to the first shift, and who are selected as a member of a jury will be deemed to be assigned to the first shift during each day of jury service.

ARTICLE 26 - MILITARY LEAVE

Section 26.01: Employees who are members of the National Guard or Military Reserve Forces will be granted temporary leaves of absence when called to perform military duty, in accordance with applicable law. Unless ordered to active duty for a period greater than one year, employees will be granted up to ten working days with pay each calendar year to perform military duty.

ARTICLE 27 - RESIDENCY

Section 27.01 - Residency Requirement:

- A. All full-time employees of the Village shall reside within a twenty (20) mile radius

from the centerline intersection of STH 175 & STH 144.

- B. New employees shall have six (6) months from the date of their completion of the probationary period to establish residency as defined in paragraph A.

ARTICLE 28 - SAVINGS CLAUSE

Section 28.01: Each party to this Agreement expressly retains all rights possessed by it, or them, under State or Federal Laws. In the event any clause, provision or portion of this Agreement is held invalid or inoperative by a court of competent jurisdiction, the clause will not affect the validity of the other provisions of this Agreement, and the parties shall meet to negotiate a substitute for the affected clause, provision or portion held to be invalid or inoperative, provided, however, that such negotiations regarding the terms of a substitute clause will not be subject to interest arbitration if six (6) months or less remain before the expiration of the Agreement.

ARTICLE 29 - TERM OF AGREEMENT

Section 29.01 - Duration: The terms of this Agreement shall become effective on January 1, 2011 and shall remain in full force and effect until December 31, 2012.

Either party wishing to amend the agreement shall notify the other party on or about September 1st. Thereafter, the parties shall mutually agree to commence bargaining.

Executed at Slinger, Wisconsin, this _____ of _____.

VILLAGE OF SLINGER

SLINGER PROFESSIONAL
POLICE OFFICERS ASSOCIATION

Village President

President

Village Administrator

Vice-President

L.A.W., Inc. Representative

APPENDIX A - WAGES

Full-Time Officers

	<u>1/1/2011 (0%)</u>	<u>1/1/2012 (1%)</u>
Start	23.84	24.08
1 Year	24.79	25.04
2 Years	25.72	25.98
3 Years	26.66	26.93
4 Years	27.99	28.27
5 Years	29.36	29.65

APPENDIX B

The Labor Association of Wisconsin, Inc.

Grievance Form

Grievance No:

Association:

Employer:

Name of Grievant:

Date of Grievance:

Article or Section of Contract Violated:

Issue:

Facts:

Remedy:

Signature of the Grievant

Date Signed