



Table I

COSTING

A. Village

	<u>Wages</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>Total Comp.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
1994	164,001			224,799		
1995	172,699	6,698	4.04	235,103	10,304	4.58
1996	179,630	6,931	4.01	244,506	9,403	4.05

B. Association

1995	172,699	6,698	4.04			
W/Spec. Assignment Time	175,537	9,536	5.75	238,696	13,897	6.28
1996	179,630	6,931	4.01			
W/Spec. Assignment Time	182,583	7,043	4.01	248,126	9,430	3.95

Village Ex. Tab 3

V. **COMPARABLE DEPARTMENTS.** The parties differ on a list of comparable departments. The Association has a list of fifteen departments. These departments are Fond du Lac City, Waupun, Hartford, Ripon, Plymouth, Sheboygan Falls, Mayville, North Fond du Lac, Horicon, New Holstein, Chilton, Omro, Kewaskum and Brillion. All are cities except Kewaskum and North Fond du Lac which are Villages. The population ranges from 39,478 at Fond du Lac City to 2,868 at Brillion. The population of North Fond du Lac is 4,412.

The Village gave a list of municipalities within a 25 mile radius. The municipalities were Horicon, Kewaskum, Mayville, Omro, Plymouth, Ripon, Waupun and North Fond du Lac. The population ranges were from 9,356 at Waupun to 2,927 at Omro. In this list, three municipalities had a larger population, one (Mayville) about the same, and three had smaller populations. The employee totals ranged from 15 full-time employees in Waupun, to 4 full-time and 2 part-time in Kewaskum. There are six full-time employees in North Fond du Lac. All municipalities had a higher full value in property than North Fond du Lac except Omro, although that portion of Waupun City in Fond du Lac County has a lesser valuation than North Fond du Lac. North Fond du Lac with an effective tax rate of \$27.46 for 1994 was fifth in the list of the eight municipalities. (Village Tab 4).

Association Exhibit 32 noted that North Fond du Lac with eight violent offenses in 1993 was fourth highest among fifteen Association comparables. In 1994 with seven offenses it was also fourth highest. In 1994 it was ninth in clearance rate with 71.4% clearance. In property offense in 1994 it was ninth in rank with 111 offenses, but fourth in clearance rate at 38.7%. It was ninth in full-time personnel with eight employees.

Association Position on Comparables. The Association holds that its list of comparables is preferable to the Village list. There is no bargaining experience upon which to base a list of comparables. The Association list falls within a population number of 2,500 to 10,000 and gives a base for valid information, whereas the Village list is too meager to give an overall picture of law enforcement in the area.

Village Position of Comparables. The Village notes that its comparable groups consists of similar sized municipalities within a 25 mile radius of North Fond du Lac. The Village argues that its list meets the criterion of geographic proximity, similarity in size and in kinds of service provided.

Discussion. The arbitrator believes an effective primary list consists of the smaller community within the 25 mile radius of North Fond du Lac. This would include the list of comparables offered by the Village, and also New Holstein and Chilton which are in the list of the Association. Information about other municipalities will be considered secondary in importance. In wages primary emphasis will then be given on the primary comparables; in practices some consideration may also be given to practices in secondary comparables.

#### VI. FACTORS TO BE WEIGHED.

##### "STATUTORY CRITERIA TO BE UTILIZED BY THE ARBITRATOR FOR LAW ENFORCEMENT AND FIREFIGHTER EMPLOYES

"The criteria to be utilized by the Arbitrator in rendering the award are set forth in Section 111.77(6), Wis. Stats., as follows:

"(6) In reaching a decision the arbitrator shall give weight to the following factors:

- "a. The lawful authority of the employer.
- "b. Stipulation of the parties.
- "c. The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- "d. Comparison of wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally:
  - "(1) In public employment in comparable communities.
  - "(2) In private employment comparable communities.
- "e. The average consumer prices for goods and services, commonly known as the cost of living.

- "f. The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- "g. Changes in any of the foregoing circumstances during the pending of the arbitration proceedings.
- "h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

**VII. THE LAWFUL AUTHORITY OF THE EMPLOYER.** Both parties challenge the final offer of the other party on the grounds that the offer exceeds the lawful authority of the Village to perform a disputed function. The Village disputes the inclusion of a just cause provision in management rights as an invasion of its statutory rights. The Association is arguing that a management claim to have an absolute right to maintain work schedules violates a statutory provision at Section 111.91 (1) (a) which gives the Association the right to bargain on conditions of work. The Association is also claiming infringement on its rights under the Village's no strike/no lockout provision, and under the Fair Share proposal. The Association is contending that the Village under a provision of being able to assign an additional 32 hours of work is doing so without pay and therefore violating the Fair Labor Standards Act.

The Village first holds that its lawful authority supports the Village offer in general. The Village is arguing in essence that what the Association is doing with its final offer is to limit the statutory and legal authority of the Village and erode the rights and democratic authority of democratically elected officials.

The Village specifically holds that the attempt of the Association to insert a just cause provision conflicts with statutory provisions. The Village also objects to the Association's use of the term "reasonable" in challenging management's right on scheduling and complying with the law. The Village also holds that the Association is attempting to limit the right of the Village not to provide police services.

The Village is also contending that the posting language of the Association is improper under the Wisconsin statutes.

In sum the Village is challenging the lawful authority of the Village to implement the terms of the Association final offer.

Discussion. It is possible that under any decision the arbitrator here may make resulting in an Award to either party, the other party may commence a legal action to determine the lawful authority of the Village to function in some way. The arbitrator however will make a judgment on such matters of lawful authority which have been raised when addressing specific provisions in the offers.

A basic matter of whether the Association offer erodes the authority of the elected officials of the Village to make such decisions as they see fit must be answered in the affirmative. The concept of "municipal sovereignty" is reduced under the statutes which give associations of employees the right to bargain on wages, hours and conditions of work. In the case of an impasse in bargaining such as has occurred here, there is a statutory requirement that the arbitrator is to consider the interests and welfare of the public, and that factor will be weighed hereafter in considering the offers in total.

**VIII. STIPULATIONS.** The parties have stipulated to all other matters between them, and the arbitrator has been furnished copies of matters tentatively agreed to. The Village holds that these stipulations support the acceptance of the Village offer as against the Association offer. The Village voluntarily agreed to limit itself to a grievance procedure, seniority provisions, posting language and layoff protections with recall rights, but it received no quid pro quo for these concessions. The Village also agreed to many benefits such as five days funeral leave for death in the immediate family, all paid holidays, time and a half for work on a holiday, scheduled court time, five weeks paid vacation, Village payment of employees' share of Wisconsin retirement, full pay for employees called to jury duty, 180 days accumulated sick leave, full pay on workers' compensation, and comprehensive health insurance and dental insurance with the Employer paying the cost, disability insurance, life insurance, fairshare and dues deduction if accepted by a majority of the members, longevity pay, deferred compensation pay, and extensive leave provisions. These benefits exceed industry's norm. The Village has demonstrated commitment to its employees, and the additional demands of the Association are excessive.

The Association position generally is that for many items there is no quid pro quo to be given, such as accepting the eight hour day standard or posting of job notices or provisions of just cause as a basis for discipline. The Association states that most of the items stipulated to are comparable to existing provisions elsewhere.

Discussion. The evidence from the stipulations of the parties is that substantial benefits will accrue to the employees, but that the principles behind many of the benefits are commonly accepted benefits, if not the degree of benefit agreed to by the parties, such as five days family death sick leave instead of three. The stipulations agreed to by the Village in essence amount to the matter of total compensation and benefits, and they will be treated later in sum under the rubric "Total Compensation" as to the weight to be attributed to them.

**IX. COMPARISON OF WAGE OFFERS.** Two different wage systems are found in the final offers of the parties, though both in their tables in the offer use the same hourly and annual data for patrol officer wages. They differ in the number of steps for the position of Investigator; the Association proposes two steps to the top and the Village six. However the most important difference is not found set forth in the schedules, but the hours of work provisions. A six days on and three days off schedule is proposed by both parties, which they say comes to a total of 1947 hours a year. When the hourly wage for top Patrolman in each offer is multiplied out by that number, the total comes to the total annual wage listed in the schedule.

However the Village offer in its hours of work calls for an additional 32 hours to be worked for an annual total of 1979 hours, under the same annual wage as the Association offer. Under the wage schedule of the Village, which sets a fixed amount for monthly and weekly wage based on 1947, these additional hours apparently would not be paid. The Association is proposing to compensate these additional hours under the stated hourly wage. For purposes of actual comparison of wages on an hourly basis the Village offer might be reduced by the annual total offered divided by 1979. In the case of the top Patrol Officer on 6/24/96 the average annual rate for 1979 hours would be \$16.50 instead of what the Village offer shows which is \$16.78.

To look at this situation in another way, if the top Patrol Officer is assigned the full 32 additional hours, or a total of 1979 hours, then under the Association offer the Patrol Officer's actual annual salary would be \$33,199.98 for 1979 hours instead of \$32,663.02.

The foregoing discussion raises the question as to what should be used in making comparisons, annual wages or hourly wages? The arbitrator here believes that on the basis of data available to him from the parties that hourly wages should be used for comparison purposes. Thus, as to the wage dollar offers, there are complications as to what the actual dollar annual amounts would be despite the identical character of the offers in some aspects. Differences are brought about over an issue in total hours worked per year, on the number of bi-weekly payments per year, on the matter of the calculation of a work week defined as 37.5 hours, and on the issue of whether or not special assignment hours should be compensated.

Singling out the proposed hourly compensation for comparison with the eight of the ten comparable districts for which data are available, one finds the following table useful:

**Table II**

**RANK OF NORTH FOND DU LAC TOP PATROL OFFICER  
AMONG EIGHT PRIMARY COMPARABLES**

	<u>1994</u>	<u>Rank</u>	<u>1995</u>	<u>Rank</u>	<u>1996</u>	<u>Rank</u>
North Fond du Lac <sup>(1)</sup>	15.50	2/8	16.13	3/8	16.78	1/5
Average of 7(1)	15.07		15.71		16.22	

(1) End Rates

(ER Ex. 5G)

As for a comparison of the new proposed position on Investigator, a substantial comparison of wages is difficult since only Waupun has such a position. In 1995 and 1996 the North Fond du Lac offer at \$16.94 per hour and \$17.62 respectively exceeds the wage rate in Waupun.

There is however an aspect of the Association offer which accelerates advancement of an appointee to the position to two steps instead of six. In percentage increases the lift of North Fond du Lac under the Employer offer in both 1995 and 1996 is 4% in lift, and 3.5% in average. North Fond du Lac's percentage increase in wages under both offers is less than the average of seven primary comparables whose average in 1995 was 3.75% and in 1996, 3.67%. (ER 5G).

Positions of the Parties on Wages. The Association is making a comparison of wages, hours and conditions of employment as a combined concept and says that its offer is strongly favored by the comparison. It is emphasizing not so much the dollar amounts of wages but the other provisions of its offer.

The Village holds that its proposal retains the status quo of the former salary structure while the Association is significantly changing the salary structure with a two step advancement for Investigator instead of a six step structure. The Association has not demonstrated any need for this change nor provided a quid pro quo. Under the Association offer the new Investigator being hired will receive far greater pay under the Association offer. If this is the case, the Village will go outside to seek a more experienced and qualified Investigator. The Village is also objecting to a provision in the Association offer that automatically advances someone on the salary scale instead of requiring an annual evaluation. It is also objecting to the Association provision requiring 26 bi-weekly pay periods when in some years there will be 27 pay periods.

Discussion. Despite the seeming similarity of the wage levels proposed by the parties, especially as to hourly rates and annual totals, there is a significant difference in the dollar costs, and therefore the wage costs and structure of the proposed wage offers should be abstracted from such matters as number of bi-weekly pay periods annually, and the defining of the work week, but not excluding hours of special assignment.

Looking at Table II foregoing, and considering dollar amounts offered in wage levels, the arbitrator concludes that when the hours of special assignment under the Village offer are not included, the dollar amounts offered by the Village at top rate are quite comparable. If there are 32 hours of unpaid work which can be assigned under the Village offer, the hourly rate drops about 25 cents per hour at the top rate, but this is still comparable. Though the percentage increase reached under the Village offer is less than average, the important aspect here is the dollar amounts, and in this the Village is comparable.

The question of the Investigator salary schedule with its substantial structural change is not explained by the Association, and the arbitrator is of the opinion that the Village proposal of steps of advancement is more reasonable in this aspect.

However the question of assigned hours apparently not to be paid must be weighed against the Village offer's strength. This condition militates against the Village offer as it could lead to a major grievance and litigation if the Village offer were chosen. The arbitrator is of the opinion that the Association offer here is the more reasonable one not from the dollar viewpoint but from avoiding further litigation over unpaid hours.

**X. INTERNAL WAGE COMPARISONS.** The Village in its Exhibit Tab 6 showed that in wage settlement, the Village settled with an AFSCME Local with the same percentage increases of 3% and 1% in 1995 and 3% and 1% in 1996. The Association is saying that in its working conditions it has taken the Village, AFSCME agreement as a model.

Without belaboring this point, the arbitrator holds here that the Village offer is internally comparable as far as wages are concerned in annual percentage increase.

**XI. CONDITIONS OF WORK - PREAMBLE.** The parties have at least six differences in the language of the contract which the Village has grouped in 15 categories. These will be considered seriatim. The first matter relates to that of a Preamble proposed by the parties. The Village is emphasizing a sentence which includes, "Unless specifically set forth herein, past practices or benefits of any kind whatsoever, are hereby discontinued." The Association language does not contain a reference to past practices, but a statement in which the parties agree to promote harmony between themselves and promote the interests of the citizenry with amicable understanding between the parties.

The Village points out that this is an initial contract and that matters should not be left to further claims as to past practices. The Association in its testimony indicated that there may be past practices which will be brought up under the contract. In the bargaining the Village notes that the Association should have brought up all matters which it claimed were past practices. To now bring up past practices is not fair to the Village.

The Village also argues that although contracts in comparable districts have language like that proposed by the Association, those contracts are not initial contracts.

The Association says that its language is language matching the language there is in an agreement the Village has with AFSCME. If all unspecified past practices and benefits are discontinued, then the Village is asking that the parties be forced into a climate of perpetual negotiations. Every issue cannot be foreseen and included in a collective bargaining agreement. That is why the concept of "past practices" has been adopted. The Association position is comparable to other clauses in contracts with a zipper clause in them.

Discussion. Two concepts are involved here in the proposal on the Preamble: barring the raising of past practice under the contract, or committing the parties to a harmonious relationship. In the short run the barring of past practice grievances in an initial contract has merit, but in the longer run the parties



may be better off with a provision that enjoins them to seek harmonious relationships. This condition would result in amicable settlement of differences. This longer range view plus the evidence of comparability on the part of the Association offer's language places the weight of the issue with the Association offer on the Preamble.

**XII. CONDITIONS OF WORK - MANAGEMENT RIGHTS.** There are six major differences between the parties in the Management Rights clauses being proposed. The first issue concerns the Association position of putting the words "just cause" in the provision for discipline. The Village opposes this on the ground that discipline should be confined to state statutory procedures.

The second issue is that of management acting in compliance with state and federal laws. The Association is inserting the line "reasonable action" in the compliance provision.

The third issue is the language relating to contracting out. The Association language would restrict contracting out if it would deprive regular employees from their regular hours of work or if there were full-time employees on layoff.

A fourth issue relates to scheduling work. The Association proposes language requiring "reasonable schedules" of work except as modified by the Agreement.

A fifth issue is the request of the Association to have the Village select and evaluate employees, and set standards, but limited by modifications in the Agreement.

A sixth issue is the language proposed by the Village "to determine the financial policies of the Village".

Position of the Association on Management Rights. The Association is emphasizing the inclusion of a just cause standard in the Management Rights clause that makes it clear that the just cause standard exists and is in force. This clause is a protection against political changes in state law which may lower the standards for initiating discipline. This clause exists in the contract the Village has with AFSCME. The just cause provision in the Agreement also provides for use of an arbitrator to determine the issues instead of costly court procedures, and therefore this less costly procedure is in the interest of the citizens.

The Association also says as for the other provisions, the Village is asking for more than it enjoys under the AFSCME Agreement, particularly in limits on the Village right to contract out services. The Village has investigated using the Sheriff's Department to provide police services. The Association offer would provide more stable police service for the Village.

The Association is also objecting to the Village request for the absolute right to maintain and change schedules at will. This is nullifying the employee's right to bargain for hours and conditions of employment. The Village has already limited its right to schedule under the AFSCME contract.

As for the financial policies of the Village, the Association is not seeking to negotiate over these.

The Association holds that courts have not banned contract language for police officers using the concept "just cause" and further the agreed upon article in this contract restricts the employees from using any other procedure than the statutory one. However up-to-date police contracts use the terms "just cause". The Association also says that it is not violating state law by limiting the right of the Village to sub-contract police services.

Village Position on Management Rights. The Village objects to the inclusion of the "just cause" phrase in the Association offer. It says that this would conflict with the statutory rights the Village has under Section 62.13, Wis. Stats. The Village also objects to the insertion of the word "reasonable" because as used here it would constitute a challenge to law compliance and scheduling.

The sub-contracting provisions of the Association offer are an effort to limit the ability of the Village not to provide police service. If the Village does not provide police services, the Sheriff by law must do so. The language of the Association offer is violative of law provisions. The right of the Village to contract should not be limited in this arbitration.

The Village insertion of a clause on its right to determine financial policies in the management rights' clause would have an impact on other financial policies of the Village as with respect to court time, necessary apparel and other matters beyond Village control. It is best therefore to include the language.

It should be noted that all disciplinary matters in other contracts are generally left to statutory provisions.

The Village says that in its Management Rights offer it is doing nothing more than preserving the status quo, and its provisions would not conflict with other provisions of the Agreement.

Discussion. In reviewing the parties' language in the Management Rights' clause, the arbitrator finds that the proposal to include "just cause" as a reason for discipline meets the test of comparability in that five of seven comparable districts use the phrase "just cause" or "proper cause".

In the matter of a provision calling on management to have the right to manage in conformance with law, the arbitrator finds that the inclusion of the term "reasonable" is not found as a term in comparable contracts generally. Further there is always a problem of interpreting what is "reasonable", and this may be unnecessarily conducive of grievances.

In the matter of contracting out, the Association language is not comparable with that found in contracts in comparable districts, although it is comparable to that found in the North Fond du Lac-AFSCME contract. The Association language does not meet the test of comparability on this issue.

In the matter of reasonable schedules of work, the proposed Association use of the word "reasonable" is not comparable to that found in other contracts, and its insertion here may be an encouragement to multiple grievances. Of course, the issue of reasonableness of a management action can be raised at any time without contract language, but if the insertion of the language does not meet the test of comparability, then management's proposed language is more comparable.

In the language of selection of employees, the addition of the Association proposed language "except as modified by this agreement," in the opinion of the arbitrator is not completely necessary, since an action of the Village in making an evaluation contrary to other contract language would be subject to a grievance.

As to the Village proposal to include a sentence of a right to determine the financial policies of the Village, this is not generally found in comparable municipalities' contracts and does raise a concern as to whether the Village plans to use this to limit other obligations it may have under the contract such as requiring payouts for apparel or time worked.

Taking all the foregoing matters into consideration, the arbitrator is of the opinion that there will be a smaller incidence of grievances arising under the Village proposal on management rights particularly when the disciplining for just cause is a protection the employees have under state law.

**XIII. CONDITIONS OF WORK-NO STRIKE/NO LOCKOUT.** The Village is proposing language to be included in a No Strike/No Lockout article in which the Association shall immediately order Association employees back to work if the Village notifies the Association that the employees are on strike, and must take all reasonable and affirmative action in this respect, failure to do so being considered in determining whether the Association is authorizing the strike. Any person who violates this provision can be disciplined up to discharge. In arbitration the only question to be considered is whether an employee engaged in this prohibited activity.

Of the comparable districts only Kewaskum as a provision like this.

Association Position. The Association holds that the above provision of the Village is an attempt to establish Association policy and to act without determining the correctness of the Village charges. The clause is unreasonable and unnecessary since there are statutory provisions which deal with strikes by public employees. The statutes deal with strikes and that is something not subject to negotiation. The Association has agreed not to strike.

Village Position. The Village holds that its proposal on strikes is reasonable and appropriate for a Police agreement since Police are not allowed to strike whereas other municipal employees have a limited right to do so. The Village points to the provision in Kewaskum and says that its proposal is neither uncommon nor unreasonable.

The Village says that its proposal does not attempt to establish Association policy but does no more than make the No Strike/No Lockout language serious. The Association has independence to condone a strike. The Village holds that most collective bargaining Agreements deal with the no strike matter and statutes do not fully address the issue. If the Association was serious about not condoning strikes, it could have no objection to the proposed language. The objection to the provision suggests that the Association's word is not good in regard to prohibiting strikes, slow downs, or job actions.

Discussion. The evidence is that the proposed Village language on No Strike/No Lockout does not meet the test of comparability. Further the language would require the Association to accept the Village statement that a strike existed without making its independent evaluation first. The arbitrator does not find provisions of the type the Village is advancing here among either the primary or secondary group of municipalities, and holds therefore that the Association offer is the more comparable in its statement on No Strike/No Lockout.

**XIV. CONDITIONS OF WORK - FAIR SHARE, DUES DEDUCTION.** The parties have a considerable difference in the matter of Fair Share and Dues Deduction. The Village has combined both issues into one Article and treats them where possible conjointly. The Association has two separate articles.

A main difference between the parties is that the Village has a provision calling for a secret ballot referendum by the members of the Association to see whether the Article on Fair Share and Dues Deduction should be implemented. There is no similar language in comparable agreements.

Concerning deductions for Fair Share and dues under the Village offer, Fair Share deductions would not be made until the completion of a probationary period, and dues would be deducted from pay only when the Village received a signed authorization. Under the Association offer the initiation of Fair Share deductions would be determined by the Association and dues deduction shall be made after an employee formally requests such a deduction.

The Association offer contains a provision defining as exempt those employees whose dues are deducted under Article 7 and those who pay into the Association in some manner authorized by the Association.

For changes in the amount of deductions the Village proposal would require 30 days; and the Association proposal two weeks. Among the comparable districts the predominant pattern is to require 30 or more days advance notice.

The Village has a provision that no deduction shall be made for any employee who receives no regular pay for a pay period. No other comparable municipality has a provision like this.

The Association has a provision to certify only such costs as are allowed by law and to inform the Village of any changes in Fair Share costs.

The Village has a provision that if through inadvertance a deduction properly due is not made, it will be taken from the employee's next pay check.

The parties differ on an indemnification clause. The Village's clause is a hold harmless clause in actions taken under Fair Share. The Association proposal provides that the defense against any action shall be under control of attorneys of the Association, although the Village may participate in legal proceedings. The language on this aspect in three of the comparables is similar to the Village proposal and in four other comparables the issue is not addressed.

The Village is proposing that the article on Fair Share be implemented only after another secret ballot referendum among the employees in which a majority call for applying the article.

Village Position on Fair Share and Dues Deduction. The Village notes that the proposals on Fair Share and Dues Deduction are quite similar except in respect to the requirement under the Village offer that the matter of deduction be put to a majority vote first. The Village is proposing this feature because of the history of the bargaining unit. According to the Village, the group had three votings on whether to be represented. The employees in the first and third votes voted to be represented and in the second vote, not to be represented. This is a significant issue which should be determined by a majority of employees and not by the arbitrator.

The Village also says that since the Village is paying administrative costs for implementing monthly deductions, there is justification for the Village proposal to coordinate these procedures. The Village also says that the Association, despite its claims of patterning its offer after the AFSCME agreement, did not do so here.

The Village disputes the argument of the Association that it is interfering with Association business. If that were the case, the Association should not have proposed Fair Share or dues deduction at all. In the degree to which the Association is requesting the Village to expend its time and resources to collect the Association dues, it has made this subject everyone's business.

The Association's strenuous objection to the proposal that a majority be required to vote on an article before it is implemented suggests that a majority of employees may not want it. The Village request is reasonable.

Association Position on Fair Share and Dues Deduction. The Association holds that its offer is reasonable and reflects internal Association matters with which the Employer has no right to interfere. The Village cannot provide a logical explanation for a second election since there is no dispute that the Wisconsin Employment Relations Commission conducted a valid election for employees in February 1994. Employees voted unanimously to have the Association as the representative, and employees who want to revoke their membership can do so under statutes and the Association proposal.

The Association holds that the Village is proposing to interfere in internal Association policies such as on the point at which a person covered by the Agreement becomes a dues paying member or is required to pay a Fair Share.

The Village is also requiring an unreasonable lead time from the Association, and the Association asks why is the position of the Village about not paying dues for members laid off in any dispute.

Discussion. Of the new provisions proposed by either party, there is insufficient evidence among the comparables to support several of them as comparable, although there is some language found in other contracts as to when dues and Fair Share deductions commence. In these matters a major difference is in the Village's exemption of a probationary employee from Fair Share. Another major difference is that in case of a matter calling for indemnification. The Association proposes that this should be under control of its attorneys. In general except for the combining of Fair Share and dues deductions under one article in the Village offer, no major differences on details of administration exist which might otherwise prevent a well functioning system of dues deduction and Fair Share payments.

The most difficult issue is that raised in the Village offer as to whether its combined article should go into effect unless it is ratified in a secret ballot by members of the bargaining unit. This proposal is not found in the comparables. In general, in the experience of this arbitrator it is unique. What the proposal does is call for a referendum which might lead to a challenge to the existence of the bargaining unit itself. To support such a proposal is in the opinion of this arbitrator beyond the purview of the arbitrator, and lies with the Wisconsin Employment Relations Commission. Therefore the arbitrator is holding that the Association offer is both the more comparable and reasonable here.

**XV. CONDITIONS OF WORK - GRIEVANCE PROCEDURE.** The parties have several substantial differences on their proposals on grievance procedure.

In the matter of General Provisions on grievance procedure, the Village has no provision. The Association proposes that group grievances be allowed, and have them start at step 2. Among the comparables most do not have a general provision and only one has one like the Association proposal.

There is a difference on time of response of the top administrator at the last step. The Village proposes an answer from the Village Administrator within ten days after a meeting with an aggrieved employee. The time when the meeting is to be set after a second step appeal is not given. The Association wants a meeting set in ten days after a second step response or a written reply from the Police Chief after 15 days. Among the comparable municipalities most of them have a set time between a second step response and a third step meeting or written response.

In the matter of selecting an arbitrator, the Village wants to select from a panel submitted by the Wisconsin Employment Relations Commission and the Association wants a WERC staff arbitrator. Among the comparables four specify a staff arbitrator of WERC, one requests a staff arbitrator if the parties cannot agree on an arbitrator and two request panels.

In the matter of an initial challenge on arbitrability, the Village proposes that the arbitrator have no jurisdiction until the matter is settled in a court. No comparable municipality has similar language.

There is language difference on the scope of the arbitrator's authority. The Association limits this authority to the subject matter. The Village would restrict it solely to the contract provision allegedly breached. Two of the comparables have language in their contracts limiting the arbitrator's authority, and one of them, Waupun, has a limitation similar to that proposed by the Village.

The Association is proposing that the grievant and Association President be paid for attending a grievance arbitration and that time off be afforded members testifying. Only Omro among the comparables has a provision like this.

Association's Position. The Association contends that combining grievances is in the best interests of the parties, reducing time and costs. Time limits should be placed on the response of the Village Administrator for processing a grievance. The Association proposes one arbitrator from the WERC instead of selecting from a panel of five as proposed by the Village. The Association considers the Village proposal on arbitrability determination as abhorrent. The Village in its proposals on grievances suggests delays and perpetuation of the dispute as if that would aid the parties' relationship.

The Association is supporting the selection of WERC staff arbitrators as being as competent as private arbitrators and less expensive. The Association notes that its proposals also limit the authority of the arbitrator in confining the arbitrator to the subject matter and express terms of the Agreement.

Village's Position. The Village notes that the concept of a third party settling differences in the Police Department is a change from the status quo. Formerly the Village Board settled them. The Village cites decisions of Wisconsin courts to the effect that the grievance language in a collective bargaining agreement must be carefully drawn to avoid litigation in multiple forums, or diminution of the authority of the Chief of Police. Further Police matters are of state-wide concern, so bargaining language must be carefully reviewed when drafting. Further a single grievance can involve grievance arbitration, prohibited practice, discrimination hearing, worker's compensation and unemployment compensation, particularly if the grievance language is too broadly drawn. The Village holds that the Association grievance language is too broadly drawn and the parties should not be subject to a broad and over-reaching grievance procedure unless they expressly agree to it.

The Village is especially concerned about the Association proposal to eliminate any choice on the part of the Village to select a neutral, outside third party for arbitration. It objects to allowing the Wisconsin Employment Relations Commission to appoint its own arbitrator from its own staff. Such a staff member, unlike outside arbitrators, may not be trained.

Also WERC grievance arbitrators cannot maintain a sufficient appearance of impartiality because they act as examiners in prohibited practices, investigators and fact finders. With the advent of the finding of a "qualified economic offer" in some disputes, the WERC investigators play a greater role in certification of impasses. As such it is far more difficult for them to remain unbiased in the grievance disputes of the Village. The Village does not want a grievance arbitrator from the staff which has employed an examiner in regarding a prohibited practice in the Village. Grievance arbitrations are of extreme importance to the Village, and the Village wants utmost neutrality without any appearance of impropriety.

Further the Village holds that neutral outside arbitrators render timely decisions and there are times when it takes over a year for a WERC decision. This situation will get worse given the reality of budget constraints.

The Village is also objecting to the language of the Association which the Village considers too broad and liberal. The Village offer makes sure that the arbitrator will be limited solely to the subject matter of the grievance by limiting the arbitrator solely to the provision alleged breached. The Village's language avoids subjecting the parties to unfortunate and expensive multiple forum litigation, a fact which is important in today's litigious employment setting.

The Village also holds that in matters of substantive arbitrability, such matters should be left to the courts due to continued court litigation regarding Police matters. Arbitrators are generally not trained in statutory construction issues in Police department rights.

As for the matter of pay for attendance at grievance hearings, the Association offers no rationale for its proposal and offers no quid pro quo. The Village notes that only two other comparables pay for witnesses. Also two comparables support the use of outside arbitrators.

As for group grievances, nothing in the Village offer prevents the parties from agreeing to combine grievances. The Association complaints that having questions of arbitrability reviewed by the courts will result in delays is not supported. The cases in which courts have ruled on arbitrability usually have come after unnecessary grievance procedures and hearings have already occurred.

Discussion. As one reviews the complete texts of either parties' offers, it is evident that the Association effort is to make it easier and less costly to grieve on a wider range of subjects, while the Village offer is designed to narrow the area of grievance possibilities and make it more costly. Unfortunately as far as the details of the differences in either offer, there is no clear preponderance of comparability for either offer to be ascertained upon review of comparable municipalities. The Village is stressing the limitation of the arbitrator's scope, and also its great concern over the impartiality of staff representatives of the WERC acting as arbitrators. However in the opinion of the arbitrator the parties could live with both of the Village's positions on these matters if they were adopted. The most difficult matter appearing to the



arbitrator is the Village's proposal to keep arbitrators from determining arbitrability. In the opinion of this arbitrator, this action would not be in the best interests of the public, as it would impose additional costs on the parties from litigation, and it would tempt the Employer to make more challenges about arbitrability.

Another major problem is the Association proposal that the Village provide time off with pay for a grievant and Association President. This kind of proposal is not comparable. This militates against acceptance of the Association offer.

Weighing this latter condition with the effort to send all questions of arbitrability to the courts, the arbitrator believes that the paying of a grievant and Association President is the lesser of the matters detrimental to the public interest, and therefore holds that the grievance proposal of the Association is less disadvantageous to the functioning of the grievance procedure.

**XVI. CONDITIONS OF WORK - JOB POSTING.** The parties have one issue in job posting. The Village retains the right to fill a posted position with the most qualified applicant as determined by the Employer. The Association seeks to have a posted position filled by the most qualified applicant as determined by the Employer's written policy for promotional procedures. In most of the comparable municipalities when two candidates for a position have equal qualifications, seniority will apply.

Association Position. The Association holds that its offer is straight forward and poses no challenge to the status quo. The Association is not interfering with the right of the Village to select officers for hiring, but it has the statutory right and affirmative duty to members as to their treatment in conditions of work. The absolute authority of an Employer is modified by Section 111.70 where a bargaining unit exists. The Association is not making a proposal inappropriate or illegal.

Village Position. The Village holds that the Association offer on job posting is potentially illegal under Section 60.65 Wis. Stats. The Village has the right to select the most qualified officers. The Village also has a written promotional procedure and no problems have existed. With the knowledge that the Village has a written promotional procedure, the Association is attempting to limit the ability of the Village to change the job posting language. The Association is seeking to limit the Village's statutory right on Police promotions which is reserved to it in the statutes.

Discussion. The Association proposal on job posting and selection slightly modifies the Village's position by placing the Village in a position of defending any promotion on the grounds that the promotion occurred within the limits of Village written policy. It does not prevent the Village from changing that policy and prevents the Village from making an appointment without explanation. The question is whether this is an illegal restriction on the powers of the Village. The evidence is that municipalities do limit their right to arbitrary promotion by applying seniority where they determine candidates for promotion are otherwise equal. Also employees should have some idea as to what attributes they have that will help in advancement in the policies of the Employer. Therefore the arbitrator holds that the Association position on job posting is both the more comparable and reasonable.

**XVII. CONDITIONS OF WORK - HOURS, WORK DAY, WORK WEEK, WORK SHIFTS.** There are major differences between the parties on work days, work week, work shifts and specifically assigned hours.

The Village is proposing to include a provision which says there is no guarantee of a minimum number of hours per day or week. Only the City of Omro has a similar position among the comparables.

The parties differ slightly on whether the work day of 8 hours is described as "normal" (Village) or "standard" (Association). All but one of the comparables use the measure of 8 hours as the work day, some calling it "standard" and some "normal".

The Village has a clause retaining for the Chief the right to change shift times and schedules. Four of the seven other municipalities use a given number to define a work week. The Association defines the work week as 37.5 hours, and calculates this from a 6 days on and 3 days off schedule. However the Village also defining a work cycle of 6-3 adds 32 other hours to be scheduled for special assignment. The special assignment feature is not found in other municipal schedules. The 6-3 schedule is calculated as 1947 hours a year total. The Village work cycle is judged to be a 1979 year total number of hours.

The Village is proposing a provision that employees are subject to 24 hours a day call for emergencies when the Chief determines an emergency exists. The Association has no language on this aspect. Five of seven comparables have language covering emergencies.

As noted above, the Village proposes to assign employees for a total of 32 hours of special assignment over and above the 6-3 schedule. The Association is proposing that these hours be paid at straight time and be at a minimum of 4 hours for one assignment or a maximum of 8 hours. Employees on such assignment are not eligible for overtime.

The Village would assign overtime on a rotating basis, except that if ordered, it starts on the least senior basis. The Association is proposing that overtime be assigned on the basis of seniority, except when ordered it shall be assigned on the basis of least seniority. Four of seven comparable districts assigned overtime equally.

The Association is proposing that regular and permanent work shifts and schedules be established and posted for yearly bidding. A regular and permanent swing shift shall have twelve hours rest between shifts, but no shifts shall be scheduled with less than 8 hours between shifts. Five of seven comparables have regular shifts selected by seniority.

The Association has a proposal which acknowledges the use of non-bargaining unit part-time employees, but none shall be employed to deprive any regularly scheduled employee of regularly scheduled hours. Two comparables have similar language.

The Association is proposing that when a regularly scheduled shift becomes vacant in the middle of the year, it shall be offered on the basis of seniority. If no employee files for it, it should be filled by assignment of the least senior employee.

Association Position. The Association says that much of the dispute is in wording differences. There is no disagreement about the normal 8 hour day or the work schedule of 6 days on and 3 days off. In the 37.5 hour week the Association is doing nothing more than incorporating in the Agreement what is already in place. The normal work year is 1946.6704 hours, and when this is divided by 52 weeks, it produces a 37.5 hour work week. The Association is thus establishing the status quo. The Association agrees that the additional 32 hours of special assignment may be needed, but takes umbrage at the employees being expected to work without pay.

There is also a difference on the degree to which seniority should be applied in establishment of schedules and emergency or special assignments. The Association objects to the Chief having carte blanche on assignment.

The Association notes that its calling for consecutive hours is comparable to that found in other contracts. The Village statement that it allows some officers to work split shifts does not say whether they would be harmed if the split shifts would be eliminated, or if the Village benefits from keeping split shifts.

As to the work week proposed by the Association, this kind of week works in Mayville and would work in North Fond du Lac. It means 40.55 cycles of 9 days a year, which comes to 243.33 work days or 1946.67 hours a year. This amounts to a 37.5 hour week. This calculation is supported by the Village's own calculation of annual hours at 1946.6694.

The Association also says that its proposal for a 20 minute lunch period instead of the 30 minute lunch period presently given would more than make up for any extra days.

Village Position. The Village makes extensive comment on the proposals of the parties with hours of work, work week and work shifts. It notes that it makes no guarantee of minimum hours per day or work week. The Association offer dictates an 8 hour day. The Association leaves to grievance arbitration what should be set forth in the contract. The City of Omro also has no guarantee of hours. Further, the Association dictates that all hours must be consecutive, a condition which is not the status quo, since some officers work split shifts at their own request. This Village offer is reasonable.

As to work week, the Village holds that the insertion of this clause in the Agreement of a 37.5 hour work week is mathematically impossible, given that the officers are working 6 days on and 3 days off. On this point alone the Association offer should be rejected. All comparable contracts that refer to hours of work refer to them as averages.

As to emergencies, only the Village offer addresses the need for officers to be available in an emergency.

In the assignment of overtime, the Village is proposing to retain what had been done, offering overtime on a rotating basis. The Association offer is based on no showing of a need for change, and the Association offered no quid pro quo. Comparables support the dividing of overtime equally.

In work shifts the Village is proposing to retain the status quo, and the Association wants to have shifts based on seniority. No evidence of a problem has been shown and no quid pro quo was offered by the Association for this change. The Village says that with the Association proposal the Village will have a significant problem based on the size of the department. The special assignments program could not be carried out.

The Village objects to the Association proposal on the use of part-time employees. The Association is leaving the interpretation of whether a part-time employee deprives a bargaining unit member of regular hours to an arbitrator. The Association provided no evidence of any problem on this issue and offered no quid pro quo.

As for the issue of special assignment time, the Village considers this one of the most significant issues. In the assignment of 32 special hours the Village is continuing a practice of status quo. These 32 hours came about as a result of an historical change when the Village changed from a 6-3, 6-2 schedule to a 6-3 schedule in 1992. The annual total of hours dropped from 2,061 to a total of 1979 with 32 hours of the latter total being hours for special assignment. The Village strongly objects to the Association now attempting to get more than the annual salary by having the 32 special hours paid. The Association offers no quid pro quo, and its impact will be of eliminating those 32 additional hours which were used for public relations activities promoting the department.

The Village offer for annual work hours is 1979, according to its exhibit 5 I. The Association offer is for 1947 hours. It should be noted that in comparable municipalities the average of hours worked annually is 1983.

The Association proposal amounts to a significant annual cost for the Village, and again the Association has offered no quid pro quo.

The Village stresses the fact that the Association by failing to use the word "average" in describing the work week shows that the offer is not reasonable or appropriate. Further the Village is not asking the officers to work 32 hours without pay. The employees are working less hours for more salary than two years ago. The Village rejects the contention of the Association that the Chief is looking for carte blanche to use employees as he sees fit without consideration for seniority or equity.

Discussion. It is apparent in the parties' proposals relating to hours, work day, work week and shifts that some times they are proposing items which are not generally found among the comparables. Such items on the part of the Village tend to represent the past practice of the Village with respect to its policies,

and on the part of the Association an effort to pattern after the practices of other departments particularly with relation to use of seniority in shift assignments.

The Village provision of not guaranteeing a minimum number of hours per day or per week is not found in comparable municipalities, and its adoption would mean a very high degree of flexibility on assignment. This may be necessary in a small department, but no argument was advanced for it. In agreeing on a 6-3 work cycle, the parties seemed to have agreed on a work year of 1947 paid hours annually. This has to be read with the Appendix of the official final offer of the Village in which the annual wage effective 6/24/96 is \$32,663.0853. The hourly wage rate is designated as \$16,77895. When the annual rate is divided by the hourly rate, the number of hours comes to 1946.67. This figure conflicts with the figure in Village Exhibit 5 I where the annual hours to be worked under the Village offer is 1979. This opens the question as raised earlier as to whether under the Village offer the annual wage governs or the hourly wage.

However there is also a problem with the Association offer of designating a standard work week of 37.5 hours. This provision could be interpreted that any time worked after 37.5 hours under a 6-3 schedule would be overtime. Both offers have serious problems in interpretation.

The 32 hours of special assignment is not something found elsewhere and its status as to being paid or unpaid is a major question here.

The emergency clause of the Village is supported by comparables.

Rotating overtime as offered by the Village is the more comparable.

Seniority on shift selection is the more comparable and is in the Association offer.

The language on bargaining unit employees and part-time employees as proposed by the Association is not sufficiently supported by comparable language elsewhere. Neither is the shift vacancy selection on the basis of seniority.

Of all of these items, the most critical issue relating to hours of work provisions is that relating to the hours of special assignment. The arbitrator is of the opinion that under the Village proposal these hours are unpaid; therefore the Association position which makes assignment an optional action of the Department but with pay is the preferable choice on these articles of the proposed Agreement.

**XVIII. WORK CONDITIONS - PAYMENTS TO THE WISCONSIN RETIREMENT SYSTEM.** The Village is proposing to pay in addition to the Employer's share of payment toward the Wisconsin Retirement System up to 6.5% of the employee's share. The Association is proposing to pay the full cost. Of the primary comparable municipalities, three will pay the full cost of the employee's share. Three have a cap at 7% and one at 5%.

The Association Position. The Association argues that logically there must be recognition of all increases and decreases in the contractual costs of WRS payments during negotiations. It does not see the purpose of putting a ceiling on the benefit, because if the rate goes above the ceiling, the employee will be reduced in pay, but if it falls below, the Village is not going to reimburse the employee. Further no other department puts a 6.5% cap on the payment.

The Village Position. The Village says that a 6.5% Employer contribution for the employee's contribution to WRS represents both the status quo and full payment. The Association request is that the increases be absorbed by the Village without return to the bargaining table. This closes down the Village ability to negotiate. Caps are also found in other municipalities and in the AFSCME agreement. The Village proposal is therefore the more reasonable.

Discussion. The presence of a cap of some kind of the Employer's contribution to the employee's share of WRS is the more comparable one and so also is full payment. The Village offer meets both of these tests of comparability and is therefore reasonable.

**XIX. CONDITIONS OF WORK - SAFETY EQUIPMENT AND CLOTHING ALLOWANCE.** The Village is proposing to pay \$300 per year in 1995 and \$350 per year in 1996 for a uniform and equipment allowance on an as needed basis with receipts supplied. The Association is proposing the same dollar amounts for "all apparel necessary for the job".

Among the comparables, uniform allowances range from \$275 to \$525. Waupun and Kewaskum provide allowances for cleaning. Receipts and vouchers are specifically called for in four of the seven comparables. In most cases the language refers to uniform allowance and does not contain the word "equipment". In Omro "equipment" is a term which excludes firearms.

In Omro prior approval by the Chief is required, not elsewhere. In Horicon the Chief approves receipts.

Association Position. The Association says that the Village proposals create situations in which the employees may have to defend purchases and, if denied, may grieve.

Village Position. The Village holds that its proposal represents the status quo. The Association proposal would increase the list of available clothing to be used with the clothing allowance. There was no evidence of a need for the change put forth by the Association, and its offer would lead to unnecessary grievances. No other comparable contracts have such a vague and liberal use of the language. Most language requires the approval of the Chief for a new article in uniform allowance.

Discussion. The arbitrator is of the opinion that both proposals offered here could lead to grievances if a purchase initiated by an officer or a desired purchase is denied. The language of neither party is quite fully comparable with that which exists in comparable districts where the question of who initiates

the request or determines the necessity of a new piece of apparel is concerned. In the Association offer the employee appears to initiate the purchase without prior approval, and in the Village offer prior approval as to need is indicated.

The one question that arises here is what is meant by "clothing allowance". Is it the uniform only, or is it some form of equipment? The Village offer is clearer on this and specifies both uniform and equipment. The arbitrator believes therefore that the Village offer is clearer on what items of apparel will be covered and is therefore more useful to the parties.

**XX. CONDITIONS OF WORK - CALL-IN PAY, COURT APPEARANCES, STAND-BY.** The Village has a provision stating that all employees shall be subject to Call-in pursuant to the Department's Call-in Response Policy. The Association has no comparable language on this subject. There is no language on the subject in comparable districts.

The Village proposes that if any employee is called in for court appearance outside normal, scheduled working hours, they shall receive a minimum of two hours pay at the overtime rate. The Association provision includes the same, but adds that the above provisions will apply to an employee called in in excess of 1 hour before regular shift starting time, and that call-ins after shift time shall be paid according to the time actually worked. The Association also is proposing that if an employee receives notification of court cancellation less than 12 hours in advance of the scheduled appearance, the employee is to receive 2 hours pay at straight time.

Among the comparable districts, only Mayville has a provision providing that if a court appearance is cancelled in less than forty eight hours, the officer shall receive 2 hours at time and a half. Six others do not mention this possibility. Horicon, Kewaskum, Omro and Ripon have conditions similar to that proposed in the Village offer. Plymouth and Waupun have practices which provide straight time minus jury or witness fees. The Association is also proposing a stand-by provision whereby if an employee is told to stand by at a specific location or is not free to go where the employee wishes, the employee is to be paid the regular rate for each hour or fraction. Specific circumstances are demonstrations, riots, motor cycle gangs, a mutual aid and "etc.". No comparable municipalities have a similar provision.

Association Position. The Association says that the language it proposes on call-in and court appearances is similar to that found in other contracts. As for stand-by pay the refusal to pay an employee who may be required to remain in one location for a specific period of time is repugnant to the American sense of fairness.

Village Position. The Village says its offer maintains the status quo. The cancellations of court hearings is not under the control of the Chief and a 12 hour notification required in the Association offer is unrealistic. There is no evidence that any problem has existed. The language in comparables follows the language proposed by the Village. The Association language is ripe for grievances and unnecessary legislation.

Discussion. In the matter of call-in and stand-by pay, it is evident that the proposal of the Village is the more comparable one.

**XXI. CONDITIONS OF WORK - MAINTENANCE OF BENEFITS.** The Association is proposing an Article 36 in its offer entitled "Maintenance of Benefits". The proposal includes a five minute wash-up period preceding the end of the day, two coffee breaks in the day and a 20 minute lunch period, all of which can be interrupted by emergency calls. The Association is also calling for personal use of Village property as set forth in Chapter 39 of the Village Personnel Policy Manual. The Village offer has no similar provision.

Among the comparables, only Waupun has a provision requiring maintenance of certain amenities, such as a coffee break, wash-up time and cleaning of equipment.

Association Position. The Association says that its language on maintenance of benefits merely incorporates current practices and procedures in the Agreement and mirrors language in the AFSCME contract with the Village.

Village Position. The Village holds that the Association in its maintenance of benefits is proposing to change the status quo. No evidence was submitted that there was any problem in any of the areas proposed by the Association, and the Association is offering no quid pro quo. Wash-up provisions are rarely found in Police contracts, and as for breaks, officers get 15 minute breaks. The "reasonable breaks" language will lead to grievances.

As far as lunch periods, officers now get a 30 minute lunch period. The Association proposal reduces this benefit.

As to the use of Village property, there was no evidence put forth on the need for any policy change. If the intent of the Association is to eliminate the Village authority to change policy, that should be brought to the negotiating table.

Discussion. The proposal of the Association on inserting a Maintenance of Benefits clause in the contract between the parties is not supported by language among the comparables. Also the reference in the proposed clause to fix in place the current policy on personal use of Village property in Chapter 39 is not supported by any evidence of need to fix this policy in place for the duration of this Agreement.

**XXII. DURATION.** In the matter of duration the Village is proposing a contract period from January 1, 1995, through December 31, 1996. The Association is proposing a duration from December 26, 1994, through December 22, 1996.

The Village is proposing that only wages and overtime be considered for retroactivity.

The Association has no statement on retroactivity. It is however proposing language which sets timelines for re-opening negotiations. The time for re-opening negotiations should be by July 15, and the parties are to exchange initial proposals in 30 days.



Village Position. The Village holds that the calendar year for an agreement is favored in most contracts. Under the Association offer a new date would have to be set for duration of each new contract.

As for a specific time to initiate negotiations, the Village believes this is best determined to the parties to schedule them.

With respect to retroactivity, the Village holds that unless the subject matter is limited in retroactivity, a large number of grievances will arise. The Village lists twelve kinds of grievances which could arise under a retroactive application of the contract. This list however is not to be considered all inclusive.

This failure of the Association to address the question of retroactivity is a matter of sizable concern to the Village. The Village refers to an award by Arbitrator Slavney in Oconto Falls School District, Dec. 27754-A, (5/9/94) where the Arbitrator selected the offer of the District because the Association offer did not prevent the chaotic processing of grievances.

As for setting timelines for the initiation of negotiations, the Village says that the experience of the Village has been that negotiations are started with a phone call, and that in the past the Association has cancelled several bargaining sessions after initiating them.

Association Position. The Association contends that it cannot change the status quo between the parties since there never was a contract between them. The Village's list of potential grievances is not realistic and the grievances not probable. Grievances would be untimely, impracticable or not worthy of time and effort because the impact was negligible. The Association says that the Village is misrepresenting the facts, particularly with respect to grievances over Fair Share, since the employees unanimously asked for representation by WPPA in February 1994. The Association says that its proposal for duration reflects the normal ending of a pay period and the new beginning of one.

Discussion. The duration of Police contracts among the comparables reflects calendar year beginnings and endings. Five of the comparables however have language setting timelines for initiation of negotiations. None of the agreements of the primary comparables examined have limitations on the retroactivity.

In general the impression of the arbitrator here is that the calendar year pattern proposed by the Village is the pattern which should be followed rather than one based on a biweekly wage system which could conceivably produce some years with 26 weeks and some with 27 weeks of payments and therefore might cause negotiating difficulties in the future. The Village offer therefore appears more reasonable despite the fact that it does not contain the language for initiating bargaining found among most comparables and despite its language limiting retroactivity only to wages and overtime, which is not found among comparable contracts.

**XXIII. BENEFITS AND OVERALL COMPENSATION.** The Village in Tab 3 of its exhibits produced information from which the following table is derived.

**Table III**

**TOTAL COMPENSATION UNDER OFFERS AT END RATE**

	1994	1995		1996			
	<u>Total</u>	<u>Total</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>Total</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
Village	224,799	235,103	10,304	4.58	244,506	9,403	4.00
Union	224,799	238,696	13,897	6.18	248,126	9,430	3.95

In the above table the Village says that court costs and WRS are not figured in, although in the Village's table there is a column labelled "WRS". No other tabulation was furnished by either party as to the comparison of total compensation found in comparable municipalities.

As to some of the comments of cost in total compensation, the Village in its Exhibit 5 K showed that in North Fond du Lac the Employer contribution for single and family health insurance was 100%, matched only by Omro. In all other municipalities the employee paid something toward health insurance. In Dental Insurance in North Fond du Lac, the Employer paid 100% of both single and family plan. Only one other municipality offered this, and that was Mayville. The total cost of benefits in North Fond du Lac was higher for the Employer than in Mayville. North Fond du Lac also provided a short term disability benefit for 25 weeks at 66.67% of weekly earnings. North Fond du Lac provided 12 days of vacation after one year and a progression to 30 days after 22 years. Its vacation pattern was among the highest in vacation days in the categories of one year, eight years, fifteen years and 22 years. (EX. 5 J).

The Village costed an increase of vacation days for the first year from 10 to 12. The total went from \$7,096 in 1995 to \$8,857 in 1996, or an increase of \$1,761, or a 24.82% increase. (Vill. 5 G (10)).

Village Position. The Village emphasizes the value of its total package offer. In this case the Association is not only making inroads on various items, but has accompanied this with a relatively high wage increase and total package offer. When all items are weighed together, the Association offer is clearly unreasonable for an initial contract. In 1995 the Village offer represents a 4.04% salary increase and a 4.58% package increase. The Association offer represents a 4.04% salary increase but a 6.18% package offer impacted by the additional pay for special assignment hours. Further the increased cost of additional vacation time brings the Village package offer to 5.37% and the Association offer to 6.97%, both of which are well above the cost of living changes.

The Village also says that the Association's change in the Investigator's salary will have a very real impact, costing the Village an additional \$2,122.

The Village notes that there are now in force revenue controls and decreasing tax revenues and state shared revenues. The economic and political environment has made for several very difficult years of collective bargaining. There must be moderation in wage and fringe benefit increases. The Village by its offer has achieved a balancing of the interests and welfare of the public and also a reasonable total compensation increase.

The Village notes that no group of employees is receiving an increase of the magnitude of 11.81%. The Village offer is therefore the most reasonable.

Association Position. The Association says that the parties have provided limited exhibits regarding overall compensation and the statutory criterion on this subject should be given little or no weight by the arbitrator.

Discussion. From the evidences on fringe benefits supplied, the arbitrator holds that the Village offer is comparable and reasonable on benefits. Though data is lacking on total compensation, the evidence from two of the largest costs in total compensation, namely wages and insurances, is that the Village offer is comparable and reasonable.

**XXIV. COST OF LIVING.** Village Exhibit 7 provided information on the changes in the national consumer price index, U.S. City Average, all items. From January 1994 to January 1995 the index rose 2.9%. From January 1995 to September 1995 the index rose 2.5%. In the urban wage earners and clerical workers index (CPI-W) for non-metro urban areas in the North Central States, Class Size D, the index rose from January 1994 to January 1995 by 3.3% and by September 1995 it has risen another 3.6%.

The evidence is that both offers here exceed the percentage change in the CPI-W for non-metro urban areas, Class D, and that the Village offer is more comparable to the amount of the change.

**XXV. THE ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS AND THE INTERESTS AND WELFARE OF THE PUBLIC.** From Village Exhibit Tab 7 the information is obtained that the property tax revenues of the Village of North Fond du Lac have increased every year since 1988 to 1996, but that the percentage of the increase which reached its highest at 9.85% in 1995 has declined to a 5.8% increase in 1996.

Similarly there has been an increase in State shared revenues each year since 1988. The revenues reached a peak of \$1,320,089 in 1996. However the percent of the increase has declined since 1992 and stopped at a 1.8% increase in 1995 and a 2.4% increase in 1996.

North Fond du Lac also is following a six year plan of capital improvements, much of which program is to be achieved through issuing of general obligation debt. In 1996 it has reached a state of using up 71.77% of its capacity for such debt and in 1997 it will be using up 70.65% of the capacity, but thereafter drop into the 60% range.

Village Position. The Village contends that its tax increases are up while shared revenues are down. Further its capacity for borrowing is high and will be at risk because of the substantial structure costs the Village must incur over the next several years. The state of the financial structure favors the Village offer.

Concerning the interest and welfare of the public the Village calls attention to the Wisconsin public sector law governing bargaining which has recognized a need to control costs by putting a 2.1% increase on wages and 3.8% on total costs including benefits on school districts. This is a clear message to municipalities to control rising costs of their settlements. It should be noted that the Association costs far exceed this figure of 3.8% as a cap.

Association Position. The Association contends that its offer will best serve the interests and welfare of the public. The Association offer recognizes the need to maintain the morale and health of the Police Officers and thereby retain the most qualified Officers. Working conditions must be desirable, reasonable and fair. The conditions include a fair salary and benefits, steady work and morale and unit pride. Officers in this unit work side by side with Officers of other units on a daily basis. The departments must provide law enforcement services twenty four hours per day, every day. The responsibility of being mentally and physically capable of performing all tasks expected falls on the individual Officer, and these capabilities must be supported by good health and high morale. The Village offer would jeopardize this. The Village, for example, desires to place an employee at any wage rate regardless of the proposed wage scale. The Village is not going to follow the proposed wage grid. This concept seems to contradict the essence of collectively bargained wage levels. The Village proposal is not comparable to any other proposal.

Discussion. The differences between total package costs as listed by the Village comes to a figure of about \$4,620. The total costs of the Association offer include payment for 32 hours of special assignment which assigning is optional. If this optional assignment were foregone by the department, the costs of the parties would be quite close. The arbitrator is of the opinion that the Village can meet the costs of the Association offer, even though it has embarked on a substantial public improvements program.

As to the interests and welfare of the public, this subject must include the Village's emphasis that the Association offer is one which gets many new benefits and policies without any quid pro quo, and that it is of greatest importance not to depart from the status quo without something in return. The policy of recognizing status quo is indeed well established in many arbitrators' decisions. In this case of a first time initial contract, the essence of the difference as far as the employees' are concerned is that the employees were dissatisfied with the status quo and the legal opportunity to bargain for a contract opened new issues. The legislative factors by which to judge the merits of proposals then comes into play, particularly those whether wages and working conditions are comparable to an established set of comparable governments. The principal of status quo then becomes more defensible if it meets the test of comparability among other things.

As seen from the foregoing presentation of specific issues, both parties have presented propositions for incorporation into the Agreement which do not meet the test of comparability. Without enumerating all the specific instances of where the parties are seeking to insert clauses not found among comparables, the arbitrator singles out three matters which are likely to have the greatest potential for future adverse public impact. These are the Village clause requiring another employee election to determine whether deductions for dues and Fair Share can go into effect; the Village position that employees will be required to put in 32 hours without specifically stating that they will be paid for those hours when the Village schedule on paid wages limits the wage hours to 1947 instead of 1979; and the Association failure to include any specific statement on what part of the proposed new agreement is to be retroactive, whereas the Village has done so. In all three cases, grievances are likely to arise. It should be noted, however, that the Association spokesperson in a statement in a brief indicated that past grievances would fail on the grounds of being untimely.

The problem then is to consider which offer is less likely to produce further major grievances between the parties. The interests and welfare of the public will best be served in the opinion of this arbitrator if the Association is not ordered by an arbitrator's award to conduct an election on whether a provision of the contract should be put into effect, and the employees not being required to work 32 special hours of assignment without a rate of pay stated.

**XXVI. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS.** To repeat, the Village notes that the legislature recently placed a cap on wages and benefits which school districts can confer on professional employees, and this is the message to be heard in this case. This issue has been treated in Section XXV foregoing. The Village nevertheless can meet the costs of the Association offer.

**XXVII. SUCH OTHER FACTORS.** In the matter of other factors normally taken into consideration, the matters of maintaining the status quo and of providing a quid pro quo for a new benefit sought have loomed large in the Village position on the whole and on specific issues in its proposal. In this arbitrator's opinion, the essence of engaging in bargaining controlled by statute is that one or the other side challenges the status quo. The intent to bargain indicates that the status quo is considered by one or the parties not beneficial or comparable.

As to providing a quid pro quo for a proposed benefit, this is a useful concept but not universally applicable, particularly when comparable practices have set a standard or guideline as in conditions of work.

The Association argument that its final offer is closer to a contract the Village has with an AFSCME Local has been considered subordinate to comparisons made between the parties' offers and what exists in comparable municipalities.

The Village argument that the Association has been attempting to make too many changes to secure a "model" contract for itself in an initial contract has been given weight by the arbitrator in his judgments on specific individual items foregoing. He also has used the same criterion of comparability on Village offers.

**XXVIII. SUMMARY OF FINDINGS AND CONCLUSIONS.** The following is a summary of the findings and conclusions of the arbitrator.

1. For comparison purposes the most comparable municipalities in this proceeding include a group of municipalities in a twenty five mile radius of North Fond du Lac. They are Horicon, Kewaskum, Mayville, Omro, Plymouth, Ripon, Waupun, Chilton and New Holstein. Insufficient data on Chilton and New Holstein prevented the arbitrator from making full use of them.
2. Both parties are challenging the lawful authority of the other to put parts of its offer in effect. The final conclusion of the arbitrator takes these claims into consideration and an Award is based on the opinion of what the arbitrator perceives his authority to be where challenges exist.
3. The stipulations between the parties are claimed by the Village to weigh in its favor because of benefits conferred. The arbitrator evaluating the stipulations with total compensation holds that the Village offer is comparable with respect to these matters.
4. Though the Village offer in many aspects of its wage offer is comparable to conditions in comparable municipalities, it nevertheless appears to be requiring employees to work 32 hours of special assignment without compensation. Because of prospective litigation on this issue, and because the arbitrator believes it is beyond his authority to rule that employees must work without compensation, the Association offer on wages is held to be more reasonable.
5. In internal comparison, the Village offer is held to be comparable as far as comparison of percentage increase is concerned.
6. In the case of a Preamble to the Agreement, the Association's proposal is the more comparable and in the long range by enjoining harmonious relationships could have that result.
7. In the multiple issues associated with the proposals on a Management Rights clause and particularly over the Association proposal to include the phrase "just cause", the arbitrator concludes that there will be a smaller incidence of grievances under the Village proposal, particularly when disciplining for just cause is a protection employees have under state law.
8. In the matter of a No Strike/No Lockout provision, the Association proposal is the more comparable.
9. In the matter of Fair Share and of Dues Deduction which the Village combines in one article and the Association places in two articles, the arbitrator finds that the proposal of the Village to require a secret ballot among the Association members to approve Fair Share and Dues Deduction before the article goes into effect is not comparable, and an exercise of authority on the part of the arbitrator which lies not with him but with the Wisconsin Employment Relations Commission.

10. In the matter of proposals on Grievance Procedure, both offers do not meet the tests of comparability, but the Association offer, particularly on the issue of arbitrability of a grievance, is less disadvantageous to the functioning of the grievance procedure.

11. In the matter of Job Posting, the Association position on Job Posting is the more comparable and reasonable.

12. On Hours, Work Day, Work Week, and Work Shifts, though there are aspects of the Association offer which are not comparable, and an ambiguity in the Association offer on work week, yet the Village offer requiring 32 hours of special assignment which in the arbitrator's opinion would be unpaid, makes the Association offer, which makes these hours optional to management but paid, as the preferable offer.

13. On the matter of payments to the Wisconsin Retirement System, the Village offer meets the test of comparability and is reasonable.

14. On the matter of safety equipment and clothing allowance, the Village offer is clearer on what items of apparel will be covered and is therefore more useful to the parties.

15. On the matter of Call-in Pay, Court Appearances, and Stand-by, the Village position is the more comparable one.

16. In the matter of Maintenance of Benefits, the proposal of the Association is not supported by any comparables.

17. On terms of duration of the Agreement, the Village offer appears more reasonable despite the fact that it does not contain language for initiating bargaining found among comparables, and despite its language limiting retro-activity not found among comparables.

18. In benefits and overall compensation, the evidence is that the Village offer is reasonable and comparable on fringe benefits. The evidence based on two of the largest costs in total compensation, namely wages and insurances, is that the Village offer is comparable and reasonable.

19. In the matter of change in the cost of living, both offers exceed the percentage changes in the CPI-W for non-metro urban areas, Class D, and the Village offer is more comparable to the amount of that change.

20. The arbitrator is of the opinion that the Village has the ability to meet the costs of either offer.

21. As to the interests and welfare of the public, both parties have presented propositions for incorporation into the Agreement which do not meet the test of comparability. The arbitrator considers three matters which are likely to have the greatest adverse public impact. These matters include the Village clause requiring another employee election to determine whether deductions

for Fair Share and dues can go into effect; the Village position that employees will be required to put in 32 hours of special assignment without specifically stating they would be paid for those hours; and the Association failure to include any specific statement on what parts of the proposed new Agreement are to be retroactive, whereas the Village has done so. In all three cases grievances are likely to arise. It is the opinion of the arbitrator that the interests and welfare of the public is best served if the Association by an arbitrator's award is not ordered to conduct an election on whether a provision of the contract should be put into effect and employees not be required to work 32 special hours of assignment without a rate of pay being stated.

22. As to changes during the pendency of the Agreement, the Village has noted the caps on wages and benefits which school districts can confer on professional employees. The arbitrator here has weighed this fact in determining that the Village nevertheless has the ability to meet the costs of the Association offer.

23. The matter of maintaining the status quo and providing a quid pro quo for any changes has been emphasized by the Village. In the opinion of the arbitrator, the essence of engaging in bargaining controlled by statute is that one or the other side is challenging the status quo as not beneficial or comparable. Quid pro quo is a useful concept but not universally applicable particularly when comparable practices have set a standard or guideline as in conditions of work.

Summary. The principal factors then at work here in the arbitrator's view includes first whether to support a contract proposal to compel a bargaining unit to hold an election on adopting a dues and Fair Share deduction proposal, when the proposal does not meet the test of comparability; and second, to call on employees to work extra hours without compensation, another condition which is also not comparable. These have been weighed as serious objections to the Village offer, because they may exceed the powers of the arbitrator. The numerous other aspects of the Village offer which are more comparable and reasonable than the Association's offer do not outweigh the problems presented above. Hence the following Award.

**XXIX. AWARD.** The Agreement between the Wisconsin Professional Police Association/ Law Enforcement Employees Relations Division and the Village of North Fond du Lac should include the Final Offer of the Association.

*Frank P. Zeidler*

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FRANK P. ZEIDLER  
ARBITRATOR

Date February 5, 1996  
Milwaukee, Wisconsin



APPENDIX A

FINAL OFFER

of the

RECEIVED  
JUL 03 1995

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

VILLAGE OF NORTH FOND DU LAC

to

VILLAGE OF NORTH FOND DU LAC WISCONSIN  
PROFESSIONAL POLICE ASSOCIATION/  
LEER DIVISION

June 30, 1995

**RECEIVED**  
JUL 03 1995

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

**PREAMBLE**

This agreement is made and entered into by and between the Village of North Fond du Lac, hereinafter referred to as the "Employer" or "Village" and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, hereinafter known as the "Association".

Unless specifically set forth herein, past practices or benefits of any kind whatsoever, are hereby discontinued.

**ARTICLE 1 - RECOGNITION**

- 1.1 (Tentative Agreement 6/22/94)
- 1.2 (Tentative Agreement 10/5/94)

**ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 (Tentative Agreement 5/4/95)
- 2.2 (Tentative Agreement 5/4/95)
- 2.3 To suspend, demote, discharge and take other disciplinary action against employees pursuant to law;
- 2.4 (Tentative Agreement 5/4/95)
- 2.5 (Tentative Agreement 5/4/95)
- 2.6 To take whatever action is necessary to comply with State or Federal law;
- 2.7 (Tentative Agreement 5/4/95)
- 2.8 (Tentative Agreement 5/4/95)
- 2.9 (Tentative Agreement 5/4/95)
- 2.10 (Tentative Agreement 5/4/95)
- 2.11 (Tentative Agreement 5/4/95)
- 2.12 To contract out for goods or services;

- 2.13 (Tentative Agreement 5/4/95)
- 2.14 (Tentative Agreement 5/4/95)
- 2.15 To establish and require observance of schedules of work;
- 2.16 To select employees, establish quality standards and evaluate employee performance;
- 2.17 To determine the financial policies of the Village.

### **ARTICLE 3 - ASSOCIATION ACTIVITY**

(Tentative Agreement 11/8/94)

### **ARTICLE 4 - NO STRIKE - NO LOCKOUT AGREEMENT**

- 4.1 **Strike/Lockout Prohibited:** The Village agrees that for the duration of this Agreement, there shall be no lockout of employees, and the Association agrees that it will not cause, instigate, or permit unit employees to cause, instigate, nor will any unit employee of the Association take part in any sit-down, stay-in or slow down or any curtailment of work or restriction of work or interference with work of the Village. The Association will not cause or permit unit employees nor will any unit employees take part in any strike, slowdown, stoppage, or any interruption of any of the Village's operations or picket any the Village's premises.
- 4.2 **Association Action:** Upon notification by the Village to the Association that certain unit employees are engaged in a violation of this provision, the Association shall immediately, in writing, order such employees to return to work, provide the Village with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective and affirmative action to secure that employees return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.
- 4.3 **Penalties:** Any or all of the employees who violated any of the provisions of this section may be discharged or disciplined by the Village, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

## ARTICLE 5 - FAIR SHARE AND DUES DEDUCTION

- 5.1 This article shall be implemented only after:
1. A referendum secret ballot election has been conducted by the W.E.R.C. and 50% plus one (1) of the bargaining unit employees cast secret ballots in favor of the implementation of this article, and:
  2. The W.E.R.C. certifies in writing to the Village that fifty percent plus one of the employees in the bargaining unit cast secret ballots in favor of the implementation of this article. Should 50% plus one (1) of the members in the bargaining unit not cast secret ballots in favor of implementation of this article, said article shall become null and void.
- 5.2 All employees in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and by-laws. No person shall be denied Association membership because of race, creed, color, sex, handicap, or age.
- 5.3 The Village shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the costs of representation by the Association, as provided in Section 111.70(1)(f), Wisconsin Statutes, and as certified to the Village Administrator by the Association. For newly hired employees, fair share deductions shall be made after the successful completion of the probationary period. Employees who become members of the Association prior to the completion of the probationary period may elect to have Association dues deducted from their paychecks upon submission to the Village of an individually signed authorization on a form provided by the Association for such purposes.
- 5.4 The Village agrees to deduct monthly dues in amount certified by the Wisconsin Professional Police Association/Law Enforcement Relations Division from the pay of employees who individually sign checkoff authorization forms supplied by the WPPA/LEER Division.
- 5.5 The Association shall notify the Village of the amount certified by the Association to be the fair share of the costs of representation by the Association, and dues referred to above, one month prior to any required fair share or dues deduction. Any changes in the amount to be deducted shall be certified by the Association at least thirty (30) days prior to the effective date of such change.
- 5.6 The Village shall not be required to submit any amounts to the Association under the provisions of this Article for employees who are on layoff, leave of absence, or other

status in which they receive no regular pay for a pay period.

- 5.7 If through inadvertence or error, the Village fails or neglects to make a deduction that is properly due and owing from an employee's payroll check, such deduction shall be made from the employee's next paycheck and submitted to the Association.
- 5.8 The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with State and Federal law which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by State or Federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.
- 5.9 The Association does hereby indemnify, defend, and shall save the Village harmless against any and all claims, demands, suits, or other forms of liability including court costs and attorney fees, that should arise out of, or by reason of action, taken or not taken by the Village, which action or non-action is in compliance with the provisions of this agreement, and in reliance on any list or certificates which have been furnished to the Village pursuant to this Article.

#### **ARTICLE 6 - PROBATIONARY PERIOD**

(Tentative Agreement 6/22/94)

#### **ARTICLE 7 - DISCIPLINE**

(Tentative Agreement 5/4/95)

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.1 **Definition of Grievance** - A grievance shall mean a dispute concerning the interpretation, application, and/or enforcement of the terms of this Agreement. This Article shall not apply to discipline matters.
- 8.2 **Procedure** - Grievances shall be presented in the following manner. Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.
- 8.3 **Subject Matter** - Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or

violation took place, the specific section of the Agreement alleged to have been violated and the date.

8.4 Time Limitations - Time limits set forth in this Article may be extended by mutual agreement in writing. Such consent shall not be unreasonably denied. Any grievance not complying to the time limits set forth in this Article shall be null and void.

8.5 Settlement of Grievances - Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next step.

8.6 Procedural Steps -

Step 1 - The employee, alone or with their representative, shall take the grievance up with the employee's immediate supervisor within ten (10) days of the date the grieving party knew or should have known of the event giving rise to the grievance. In the event of a grievance, the employee shall perform their assigned work task and grieve their complaint later. The employee's immediate supervisor shall inform the grievant(s) of their decision within five (5) days of the date the grievance was presented.

Step 2 - If the grievance is not resolved in *Step 1*, the grievance shall be reduced to writing and submitted to the Chief of Police within five (5) days of receipt of the immediate supervisor's response. The Chief of Police shall respond in writing with their decision within ten (10) days of receipt of said written grievance.

Step 3 - If the grievance is not resolved in *Step 2*, the written grievance shall be submitted to the Village Administrator within five (5) days of the response of the Chief of Police. The Village Administrator shall meet with the aggrieved employee(s) and/or the Association representatives. Following said conference, a written decision on the grievance shall be issued to the grievant(s) within ten (10) days of said meeting.

8.7 Arbitration: -

a. Notice. If a satisfactory settlement of the grievance is not reached in *Step 3* above, the Association must notify the Village Administrator in writing within ten (10) days that it intends to process the grievance to arbitration.

b. Selection of Arbitrator. Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator to be selected as follows: The parties shall attempt to select a mutually agreeable arbitrator. If they are unable to agree on an arbitrator within ten (10) work days, either party may request the Wisconsin Employment Relations Commission submit a panel of five

(5) arbitrators to the parties. The parties shall alternately strike names from the list until one (1) name remains, who shall be appointed arbitrator. Any fees incurred for the panel shall be paid by the requesting party.

c. Arbitrability. If either party disputes the substantive arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator over which they have no power to rule, said case shall be referred back to the parties without decision or recommendation.

d. Arbitration Hearing. The arbitrator selected shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Village and the Association which shall be binding on both parties. The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract provision allegedly breached. The Arbitrator shall not modify, add to or delete from the express terms of the Agreement.

e. Arbitration Costs. Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party, however, shall bear its own costs for witnesses, and all other out-of-pocket expenses, including possible attorney's fees and filing fees. There shall be a transcript prepared for each arbitration hearing and the parties shall share the costs equally; however, the parties may mutually agree to waive a transcript.

#### **ARTICLE 9 - PAY PERIOD**

(Tentative Agreement 6/22/94)

#### **ARTICLE 10 - SENIORITY**

(Tentative Agreement 10/5/94)

#### **ARTICLE 11 - JOB POSTING**

- 11.1 Job Posting: When the Employer deems it necessary to fill a vacancy or a new position in the bargaining unit, it shall post a notice of such vacancy for a period of ten (10) working days, excluding Saturdays, Sundays and holidays. The posting shall contain the anticipated date of filling the position, the classification of the position, the rate of pay,

and space for all interested persons to sign the posting. Employees desiring to apply for the posted position shall sign the posting within the posting period.

- 11.2 The posted position shall be awarded to the most qualified applicant as determined by the Employer.
- 11.3 Current bargaining unit employees receiving a promotion shall be placed on the wage schedule set forth in Appendix A.

#### **ARTICLE 12 - LAYOFFS/RECALL**

(Tentative Agreement 10/5/94)

#### **ARTICLE 13 - RESIGNATION**

(Tentative Agreement 6/22/94)

#### **ARTICLE 14 - HOURS OF WORK**

- 14.1 This Article shall not constitute or be understood to create a guarantee of a minimum number of hours per day or per week.
- 14.2 Normal Workday: The normal workday shall consist of eight (8) hours. The Chief of Police retains the right to change shift times and schedules based upon the needs and emergencies of the Village.
- 14.3 Work Cycle: The normal work cycle shall consist of six (6) days on duty followed by three (3) days off duty. In addition, employees shall be scheduled for an additional thirty-two (32) special assignment hours per year as determined by the Chief.
- 14.4 Emergencies: Employees are subject to call twenty-four hours a day in case of emergency. Emergencies shall be determined by the Chief. Employees shall be chosen by the Chief.
- 14.5 Overtime: Assignment of overtime shall be at the discretion of management, however, whenever reasonably practical, overtime shall be offered in the order listed on the rotating call in sequence on the monthly schedule and ordered on the least senior basis, with subsequent ordering to the next least senior employee.

Employees who work beyond their assigned eight (8) hours work shift or on their regularly scheduled day off shall be compensated at the overtime rate of one and one-half



(1.5) times the regular hourly rate as noted in the table of wages in Appendix A if the overtime was assigned or approved by management. There shall be no pyramiding of overtime.

**ARTICLE 15 - COMPENSATORY LEAVE**

(Tentative Agreement 5/4/95)

**ARTICLE 16 - HOLIDAYS**

(Tentative Agreement 10/5/94)

**ARTICLE 17 - VACATIONS**

17.1 Vacation Entitlement for Full-time Employees:

1. Full-time employees shall receive vacation with pay each year according to the following schedule.

<u>AT LEAST</u>	<u>BUT LESS THAN</u>	<u>VACATION</u>
1 year of service	8 years	2 weeks (10 working days)
8 years of service	15 years	3 weeks (15 working days)
15 years of service	22 years	4 weeks (20 working days)
Over 22 years of service		5 weeks (25 working days)

17.2 Vacation entitlement shall be determined on a calendar year basis, subject to the following conditions.

1. Employees shall be eligible for their first paid vacation as the first anniversary of their date of hire. The initial vacation entitlement shall be prorated based on the number of days worked in the calendar year of the employee's date of hire.

2. After qualifying for their first vacation, employees shall be eligible for future vacations as of January 1 of each calendar year.

3. If an employee qualifies for a two (2), three (3), or four (4) week vacation as of January 1 and completes the service necessary for an additional week of vacation later in that calendar year, such employee shall receive the additional week of vacation after their anniversary date and shall thereafter be eligible for such increased vacation as of January 1, of each succeeding calendar year.

17.3 Vacation Credits:

1. Vacation entitlement credits are earned during one calendar year and are used during the following calendar year.
2. No vacation entitlement credits shall be granted for time worked by an employee in excess of their normal work week.
3. Vacation entitlement credits for the following year shall not be earned by an employee during a leave of absence without pay, a disciplinary suspension without pay, or when an employee is otherwise in a noncompensable status, should such period without pay exceed twenty (20) working days in any calendar year. This time will, however, be credited in computing total years of service as a Village employee.
4. When a legal holiday falls during an employee's vacation, they shall receive an additional day of vacation.

17.4 Vacation Advance: An employee who has been with the Village for at least six months but less than one year may request an advance of up to five (5) days vacation. The request is subject to the approval of the Department Head and the Village Administrator. It is understood that any employee who takes an advance on their vacation and terminates prior to their anniversary date will be required to reimburse the Village for the vacation used.

17.5 Vacation Carryover:

1. Except as provided below, all vacation entitlement must be used in the calendar year following which it is earned or it will be forfeited.
2. If an employee has ten (10) days or less of annual vacation entitlement, they shall be required to use all of that entitlement in the current year.
3. If an employee has more than ten (10) days of annual vacation entitlement, they may elect to carry over a maximum of five (5) days of vacation for use in the following year or to receive pay instead of time off for a maximum of five (5) days of vacation. In no event, however, may the number of days taken as vacation leave in a year be less than ten (10), nor may the combined total of days carried over or paid out in a year exceed five (5).
  - a. Vacation carryover requests must be made in writing to the Village Administrator no later than December 15. Any vacation that is carried over shall be paid at the rate of pay in effect during the last pay period of the previous year.

b. Vacation payout requests must be made in writing to the Village Administrator no later than December 15. Vacation payout will be made on the last pay check of the year and will not be considered hours worked for overtime purposes.

c. An employee desiring to carry over more than five (5) days of annual vacation entitlement, or to carry over vacation entitlement not otherwise permitted by this Article, may make the request in writing to the Village Administrator no later December 15, demonstrating exceptional, extenuating circumstances beyond the control of the employee for an employee's inability to use their accrued vacation.

17.6 Vacation Scheduling:

1. Vacations shall be scheduled by mutual agreement between the Department Head and the employee and will be selected in accordance with the procedures established by the Department Head.

2. Vacations shall normally be taken at times that will not inconvenience the Village as determined by the time of year, workload and the availability of other employees to fill in for an absent employee if it becomes necessary. Because the Village is expected to provide essential services on an uninterrupted basis, the needs of the Village as an employer must take precedence over the preferences of an employee when it comes to scheduling vacation time.

3. The Village reserves the right to adjust an employee's vacation schedule in the event of an emergency or the unavailability of adequate fill-in employees due to unexpected circumstances.

4. Vacations shall normally be requested at least two (2) weeks in advance.

**ARTICLE 18 - SICK LEAVE**

(Tentative Agreement 8/23/94)

**ARTICLE 19 - FUNERAL LEAVE**

(Tentative Agreement 8/23/94)

**ARTICLE 20 - UNPAID LEAVES OF ABSENCE**

(Tentative Agreement 8/23/94)

**ARTICLE 21 - JURY DUTY/CIVIL LEAVE**

(Tentative Agreement 8/23/94)

**ARTICLE 22 - MILITARY LEAVE**

(Tentative Agreement 8/23/94)

**ARTICLE 23 - FAMILY AND MEDICAL LEAVE**

(Tentative Agreement 8/23/94)

**ARTICLE 24 - HEALTH AND DENTAL CARE BENEFIT PLANS**

- 24.1 Full-time employees in permanent, classified positions shall be eligible for a health and dental care benefit plan provided by the Village on the first day of the calendar month following their date of hire provided they meet the eligibility requirements of the plan.
- 24.2 For full-time employees, the Village agrees to pay 100% of the premium costs of health and dental care coverage for health and dental care benefit plans for eligible employees.
- 24.3 The Health care benefit plan shall contain a calendar year deductible of \$250.00/\$500.00 per member. For full-time employees, the Village agrees to reimburse the employees for 100 percent of the deductible costs upon submission of satisfactory evidence that the maximum deductible amount has been met. Such reimbursements will be made at the time the \$250.00 and/or \$500.00 of deductible has been satisfied during the year, or at year-end for any portion of the deductible that has not been reimbursed previously.
- 24.4 Selection of the carrier or funding shall be determined by the Village. However, the Village agrees to use its best efforts to maintain coverage substantially equivalent to that in effect as of January 1, 1994. The Village agrees to keep employees informed of changes in carrier, funding mechanism, coverages or level of benefits prior to modification, should the modification occur as the result of actions of the Village.

**ARTICLE 25 - SHORT-TERM DISABILITY INSURANCE BENEFITS**

(Tentative Agreement 8/23/94)

**ARTICLE 26 - GROUP LIFE INSURANCE BENEFITS**

(Tentative Agreement 8/23/94)

**ARTICLE 27 - WISCONSIN RETIREMENT SYSTEM**

- 27.1 In addition to paying the "Employer's share" contribution, the Village agrees to pay up to 6.5% of the "Employee's share" contribution to the Wisconsin Retirement System.

**ARTICLE 28 - DEFERRED COMPENSATION**

(Tentative Agreement 8/23/94)

**ARTICLE 29 - WORKERS' COMPENSATION**

(Tentative Agreement 8/23/94)

**ARTICLE 30 - SAFETY EQUIPMENT AND CLOTHING ALLOWANCE**

- 30.1 All officers will abide by the Village policies regarding Personal Appearance/Uniform Standard/Equipment. The Employer will provide initial issue and replacement of damaged clothing and equipment in accordance with said policies.
- 30.2 The Village will pay up to \$300 per year for the replacement of and addition to uniforms and equipment, on an as needed, receipt basis. Effective January 1, 1996, the Village will pay up to \$350 per year for the replacement of and addition to uniforms and equipment, on an as needed, receipt basis.

**ARTICLE 31 - CALL-IN PAY**

- 31.1 All employees shall be subject to call-in pursuant to the Department's Call-In Response Policy.
- 31.2 Unscheduled Call-In: Employees called in outside of normal scheduled hours and/or special assignment hours, shall be paid a minimum of two (2) hours at time and one-half. If the task the officer is called in to perform is completed in less than the two hours, the officer is expected to perform other job related tasks for the remainder of the two hour call in period.

- 31.3 Scheduled Court Time: In the event that an employee is required to appear in court or any tribunal of law as a result of activity related to Village employment, outside their normal, regularly scheduled work hours or shifts, they shall receive a minimum of two (2) hours overtime pay (time and one-half) their regular rate of pay.

### **ARTICLE 32 - LONGEVITY PAY**

(Tentative Agreement 8/23/94)

### **ARTICLE 33 - OUTSIDE EMPLOYMENT/ETHICS**

(Tentative Agreement 9/6/94)

(Modified 10/5/94)

### **ARTICLE 34 - WAIVER OF RIGHTS/CONDITIONS OF AGREEMENT**

- 34.1 This agreement constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its specific provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.
- 34.2 Each party to this agreement expressly retains all rights granted to them under them under the Wisconsin and Federal laws, regulations or statutes.

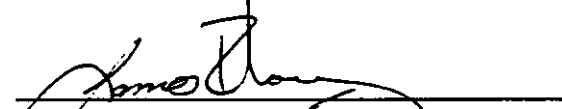
### **ARTICLE 35 - SAVINGS CLAUSE**

(Tentative Agreement 5/4/95)

**ARTICLE 36 - DURATION**

36.1 This Agreement between the parties shall be for the period of January 1, 1995 through December 31, 1996. Only wages and overtime shall be retroactive, unless otherwise stated.

Dated this 30<sup>th</sup> day of June, 1995.

  
\_\_\_\_\_  
James R. Macy, On Behalf of the Village

**APPENDIX A**

**SALARY SCHEDULE**

Eff. 06/27/94

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
<b>Investigator</b>	26008.05136	26430.43397	29000.45350	29871.48629	30769.83736	31690.25318	<b>Annually</b>
	1000.30967	1016.55515	1115.40206	1148.90332	1183.45528	1218.85589	<b>Bi-Weekly</b>
	13.36028	13.57725	14.89747	15.34492	15.80640	16.27921	<b>Hourly</b>
	20.04042	20.36588	22.34620	23.01737	23.70959	24.41882	<b>Overtime</b>

Eff. 12/26/94

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
<b>Investigator</b>	26788.29290	27223.34699	29870.46711	30767.63088	31692.93248	32640.96078	<b>Annually</b>
	1030.31896	1047.05181	1148.86412	1183.37042	1218.95894	1255.42157	<b>Bi-Weekly</b>
	13.76109	13.98457	15.34439	15.80526	16.28059	16.76759	<b>Hourly</b>
	20.64163	20.97686	23.01659	23.70789	24.42088	25.15138	<b>Overtime</b>

Eff. 06/26/95

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
<b>Investigator</b>	27056.17583	27495.58046	30169.17178	31075.30719	32009.86180	32967.37039	<b>Annually</b>
	1040.62215	1057.52233	1160.35276	1195.20412	1231.14853	1267.97578	<b>Bi-Weekly</b>
	13.89870	14.12442	15.49784	15.96332	16.44339	16.93526	<b>Hourly</b>
	20.84804	21.18663	23.24675	23.94497	24.66509	25.40290	<b>Overtime</b>

Eff. 12/25/95

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
<b>Investigator</b>	27867.86110	28320.44787	31074.24693	32007.56641	32970.15765	33956.39150	<b>Annually</b>
	1071.84081	1089.24800	1195.16334	1231.06025	1268.08299	1306.01506	<b>Bi-Weekly</b>
	14.31566	14.54815	15.96277	16.44221	16.93670	17.44332	<b>Hourly</b>
	21.47349	21.82223	23.94416	24.66332	25.40504	26.16498	<b>Overtime</b>

Eff. 06/24/96

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
<b>Investigator</b>	28146.53971	28603.65235	31384.98940	32327.64207	33299.85923	34295.95542	<b>Annually</b>
	1082.55922	1100.14047	1207.11498	1243.37085	1280.76382	1319.07521	<b>Bi-Weekly</b>
	14.45881	14.69363	16.12240	16.60664	17.10606	17.61776	<b>Hourly</b>
	21.68822	22.04045	24.18360	24.90996	25.65909	26.42663	<b>Overtime</b>



Eff. 06/27/94

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
Patrol	24661.05011	25066.62147	27619.82976	28446.73302	29300.95456	30181.44368	Annually
	948.50193	964.10083	1062.30114	1094.10512	1126.95979	1160.82476	Bi-Weekly
	12.66833	12.87667	14.18824	14.61302	15.05183*	15.50414	Hourly
	19.00249	19.31500	21.28237	21.91953	22.57775	23.25621	Overtime

Eff. 12/26/94

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
Patrol	25400.88161	25818.62011	28448.42465	29300.13501	30179.98320	31086.88699	Annually
	976.95699	993.02385	1094.17018	1126.92827	1160.76858	1195.64950	Bi-Weekly
	13.04838	13.26297	14.61389	15.05141	15.50339	15.96926	Hourly
	19.57256	19.89445	21.92084	22.57712	23.25508	23.95390	Overtime

Eff. 06/26/95

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
Patrol	25654.89043	26076.80631	28732.90890	29593.13636	30481.78303	31397.75586	Annually
	986.72655	1002.95409	1105.11188	1138.19755	1172.37627	1207.60599	Bi-Weekly
	13.17886	13.39560	14.76003	15.20193	15.65842	16.12896	Hourly
	19.76829	20.09340	22.14005	22.80289	23.48764	24.19343	Overtime

Eff. 12/25/95

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
Patrol	26424.53714	26859.11050	29594.89617	30480.93045	31396.23652	32339.68854	Annually
	1016.32835	1033.04271	1138.26524	1172.34348	1207.54756	1243.83417	Bi-Weekly
	13.57423	13.79746	15.20283	15.65799	16.12818	16.61283	Hourly
	20.36134	20.69620	22.80425	23.48698	24.19226	24.91924	Overtime

Eff. 06/24/96

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	
Patrol	26688.78251	27127.70161	29890.84513	30785.73975	31710.19889	32663.08543	Annually
	1026.49164	1043.37314	1149.64789	1184.06691	1219.62303	1256.27252	Bi-Weekly
	13.70997	13.93544	15.35486	15.81457	16.28946	16.77895	Hourly
	20.56495	20.90316	23.03229	23.72185	24.43419	25.16843	Overtime

Projected Time in Step - The projected time in steps A through F are as follows:

Step	Minimum Time In Step	Projected Years In Position
A	Start	0
B	6 months	6 months
C	1 year	1 year
D	1 year	2 years
E	1 year	3 years
F	Max	4 years

Projected Time in Step shall not operate as a guarantee of movement to the next step. After completion of the projected time in step, an officer will move to the next step as determined by the Chief, based upon evaluation, performance and efficiency. Any officer who has failed to demonstrate by their performance and efficiency that they are qualified to move to the next step may remain at that step based upon the determination of the Chief. In addition, as a merit benefit, the Chief may, at his/her discretion, move an officer horizontally within the respective position on the salary schedule.

New officers may be placed on the salary grid with consideration of prior experience as determined by the Chief.

\* 2,000 bonus shall be paid upon successful completion of one year of service.

**RECEIVED**  
JUN 26 1995

**FINAL OFFER; JUNE 21, 1995** WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

**PREAMBLE**

This agreement is made and entered into by and between the Village of North Fond Du Lac ("Village" or "Employer") and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association for and on behalf of the North Fond Du Lac Professional Police Association, hereinafter referred to as the "Association". Both parties hereto are desirous of protecting and promoting the interests of the citizenry of the Village in accordance with their duties and responsibilities and in reaching an amicable understanding with respect to the employer-employee relationship which exists with respect to wages, hours and working conditions as provided herein. Both parties are to cooperate to promote harmony and efficiency between the Employer and Employees.

**ARTICLE 1 TA**

**ARTICLE 2 - MANAGEMENT RIGHTS**

(these items in dispute-open, all other see tentative agreements section)

2.3 To suspend, demote, discharge, and take other disciplinary action against employees for just cause (except for probationary employees);

2.6 To take whatever reasonable action is necessary to comply with State or Federal law;

2.12 To contract out for goods and services provided such contracting out does not deprive a bargaining unit employee of their regularly scheduled hours of work and provided there are no regular full-time employees on layoff status for that work which is contracted out;

2.15 To establish reasonable schedules of work except as may be modified by this agreement;

2.16 To select employees, establish quality standards and evaluate employee performance except as may be modified by this agreement.

**ARTICLE 3 TA**

**ARTICLE 4- NO STRIKE OR LOCKOUT**

The Employer agrees that for the duration of this agreement there shall be no lockout of employees, and the Association agrees that it will not cause, instigate, or permit its members to cause, instigate, nor will any member of the Association take part in any sit-down, stay-in or slow down or any curtailment of work or restriction of work or interference with work of the

implied in recourse from one step to the next.

9.05 General Provisions: Any grievance filed during the term of this Agreement shall be processed under to completion under the terms of this Agreement. In those cases involving grievances by employees with identical claims, in order to avoid the filing of multiple grievances, one (1) grievance may be filed by the Association as a class grievance. Such grievance may be commenced at Step 2 of the Grievance Procedure.

9.06 Procedure: Grievances shall be presented in the following manner. Time limits set forth shall be exclusive of Saturdays, Sundays, and holidays.

#### Steps in Procedure.

Step 1. The grievance may be presented orally by an Employee to the Employee's immediate supervisor within ten (10) days of the date that the grieving party knew or should have known of the event that gave rise to the grievance. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. The employee's immediate supervisor shall inform the grievant (s) of his/her decision within five (5) days of the date the grievance was presented.

Step 2. If the grievance is not resolved in step 1, the grievance shall be reduced to writing and submitted to the Chief of Police within five (5) days of receipt of the immediate supervisor's response. The Chief shall respond in writing within ten (10) days of receipt of said written grievance.

Step 3. In the event the grievance is not satisfactorily settled by the Chief's written response in step 2, the written grievance shall be submitted to the Village Administrator within five (5) days of receipt of the Chief's response. The Village Administrator shall schedule a meeting with the grievant(s) within ten (10) days or respond in writing within fifteen (15) days of the response of the Chief of Police. The Village Administrator shall provide a written reply of his/her decision to the grievant.

#### 9.07 Arbitration Procedure.

a. Notice. If a satisfactory settlement of the grievance is not reached in Step 3 above, the Association must notify the Village Administrator in writing within ten (10) days that it intends to process the grievance to arbitration.

b. Arbitration Examiner. If the Association intends to process the grievance to arbitration, the Association must notify the Wisconsin Employment Relations Commission of its intent to arbitrate the matter and request the appointment of a WERC

Staff Arbitrator to hear the matter.

c. Arbitration Hearing. The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Village and the Union which shall be binding upon the parties. The decision of the Arbitrator shall be limited to the subject matter of the grievance. The Arbitrator shall not modify, add to or delete from the express terms of the Agreement.

d. Costs. Both parties shall share equally the cost and expenses of the arbitration proceedings, including transcript fees and fees that may be charged by the WERC. Each party, however, shall bear its own costs for its' witnesses and all other out-of-pocket expenses including possible attorney's fees and filing fees. The parties may mutually agree to waive the preparation of a transcript.

e. Hearing Attendance. The Village agrees to provide time off with pay for the grievant and Association President to attend the grievance arbitration hearing. The Village agrees to provide such reasonable time off with pay for members of the bargaining unit for such time related to testifying. Such time off shall be scheduled through the Village Administrator.

## **ARTICLE 10 TA**

## **ARTICLE 11 - WAGES**

11.01 Wages shall be paid in accordance with the schedule of wages and classifications set forth in appendix A.

11.02 The Employer shall continue to pay regular wages in twenty-six (26) equal bi-weekly pay periods.

## **ARTICLE 12 TA**

## **ARTICLE 13 - JOB POSTING**

13.01 TA

13.02 The posted position shall be awarded to the most qualified applicant as determined by the Employer's written policy for promotional procedures.

13.03 TA

## ARTICLE 14 AND 15 TA

### ARTICLE 16 - HOURS OF WORK, WORK DAY, WORK WEEK, WORK SHIFTS

16.01 Work Day. The standard work day shall be eight (8) consecutive hours.

16.02 Work Week. The standard work week shall be thirty seven and on-half (37.5) hours.

16.03 The standard work schedule shall be six (6) days on work followed by three (3) days off work.

16.04 Overtime Rate: Employees who work in excess of the standard work day, eight (8) hours, or standard work week, shall be compensated at the overtime rate of one and one-half (1.5 times) the regular hourly rate as noted in the table of wages attached as appendix A, hereto: Overtime may be taken in pay or compensatory time off.

16.05 Special Assignment Hours. At the Chief's discretion, thirty two (32) additional hours per year may be assigned to personnel for purposes of "special assignment" to community relations and community policing. These extra thirty two (32) hours shall be compensated at straight time. These assignments shall be in minimums of four (4) hours and maximum of eight (8) hours unless changed by mutual agreement of management and the assigned employee. Employee's who have their hours of work, or work schedule changed for the purpose of assignment to "special assignment" hours, shall not be eligible for time and one-half (1.5X), for such schedule and hours change.

16.06 Overtime. Assignment of Overtime shall be at the discretion of Management, however, wherever reasonably practical, overtime shall be offered on the most senior basis, and ordered on the least senior basis, with subsequent ordering to the next least senior and rotating up.

16.07 Work Shifts. Regular/Permanent Work shifts and schedules shall be established by the Chief and shall be posted each year for seniority bidding. A regular/permanent swing shift may have twelve (12) hours rest between shifts, however, no shift shall be scheduled with less than eight (8) hours rest period between scheduled shifts.

16.08 The Association recognizes the need to use non-bargaining unit, part-time employees in order to provide coverage of services from time to time. The Employer shall not use part-time employees to deprive any bargaining unit member of their regularly scheduled hours.

16.09 Shift Vacancies. When a regular/permanent shift becomes vacant in the middle of a year, the vacant shift shall be offered on the basis of seniority. Should no employee apply to fill said shift, the shift shall be assigned to the least senior employee in that rank classification.

## **ARTICLE 17 AND 18 TA**

### **ARTICLE 19 - VACATIONS**

#### **19.01 Vacation Entitlement for full-time regular employees:**

Full-time regular employees shall receive vacation with pay each year according to the following schedule:

After one (1) year, 2 weeks vacation, (12 working days)

At the beginning of the eighth (8th) year, 3 weeks vacation, (18 working days)

At the beginning of the fifteenth (15th) year, 4 weeks vacation, (24 working days)

At the beginning of the twenty-second (22nd) year, 5 weeks vacation, (30 working days)

#### **19.02 Vacation entitlement shall be determined on a calendar year basis, subject to the following conditions.**

1. Employees shall be eligible for their first paid vacation as of the first anniversary of their date of hire. The initial vacation entitlement shall be prorated based on the number of days worked in the calendar year of the employee's date of hire.
2. After qualifying for their first vacation, employees shall be eligible for future vacations as of January 1 of each calendar year.
3. If an employee qualifies for a two (2), three (3), four (4), week vacation as of January 1, and completes the service necessary for an additional week of vacation later in that calendar year, such employee shall receive the additional week of vacation after their anniversary date and shall thereafter be eligible for such increased vacation as of January 1, of each succeeding calendar year.

#### **19.03 Vacation Credits:**

1. Vacation entitlement credits are earned during one calendar year and are used during the following calendar year.
2. No vacation entitlement credits shall be granted for time worked by an employee in excess of their normal work week.
3. Vacation entitlement credits for the following year shall not be earned by an employee during a leave of absence without pay, a disciplinary suspension without pay,

or when an employee is otherwise in a noncompensable status, should such period without pay exceed twenty (20) working days in any calendar year. This time will, however, be credited in computing total years of service as a Village employee.

4. When a legal holiday fall during an employee's vacation, they shall receive an additional day of vacation.

19.04 Vacation Advance: An employee who has been with the Village for at least six months but less than one year may request an advance of up to six (6) days vacation. The request is subject to the approval of the Chief and the Village Administrator. It is understood that any employee who takes an advance on their vacation and terminates prior to their anniversary date will be requested to reimburse the village for the vacation used.

19.05 Vacation Carryover:

1. Except as provided below, all vacation entitlement must be used in the calendar year following the year in which it is earned or it will be forfeited.
2. If an employee has twelve (12) days or less of annual vacation entitlement, they shall be required to use all of that entitlement in the current year.
3. If an employee has more than twelve (12) days annual vacation entitlement, they may elect to carry over a maximum of six (6) days of vacation for use in the following year or to receive pay instead of time off for a maximum of six (6) days of vacation. In no event, however, may a number of days taken as vacation leave in a year be less than twelve (12), nor may the combined total of days carried over or paid out in a year exceed six (6).
  - a. Vacation carryover requests must be made in writing to the Village Administrator no later than December 15. Any vacation that is carried over shall be paid at the rate of pay in effect during the last pay period of the previous year.
  - b. Vacation payout requests must be made in writing to the Village Administrator no later than December 15. Vacation payouts will be made on the last paycheck of the year and will not be considered hours worked for overtime purposes.
  - c. An employee desiring to carry over more than six (6) days of annual vacation entitlement, or to carry over vacation entitlement not otherwise permitted by this Article, may make a request in writing to the Village Administrator no later than December 15, demonstrating exceptional, extenuating circumstances beyond the control of the employee for an employee's inability to use their accrued vacation.



#### 19.06 Vacation Scheduling:

1. Vacations shall be scheduled by mutual agreement between the Department Head and the employee and will be selected in accordance with the procedures established by the Department Head.
2. Vacations shall normally be taken at times that will not inconvenience the Village as determined by the time of year, workload and the availability of other employees to fill in for an absent employee if it becomes necessary. Because the Village is expected to provide essential services on an uninterrupted basis, the needs of the Village as an employer must take precedence over the preferences of an employee when it comes to scheduling vacation time.
3. The Village reserves the right to adjust an employee's vacation schedule in the event of an emergency or the unavailability of adequate fill-in employees due to unexpected circumstances.
4. Vacations shall normally be requested at least two (2) weeks in advance.

#### **ARTICLES 20, 21, 22, 23, 24, 25, TA**

#### **ARTICLE 26-HEALTH AND DENTAL CARE BENEFIT PLANS**

26.01 Full-time employees in permanent, classified positions shall be eligible for a health and dental care benefit plan provided by the Village on the first day of the calendar month following their date of hire.

26.02 For full-time employees, the Village agrees to pay the full premium costs of health and dental coverage for health and dental care benefit plans.

26.03 The Health care benefit plan shall contain a calendar year deductible of \$250/\$500 per member.

26.04 For full-time employees, the Village agrees to reimburse the employees for 100 percent of deductible costs upon submission of satisfactory evidence that the maximum deductible amount has been met. Such reimbursements will be made at the time the \$250 and/or \$500 of deductible has been satisfied during the year, or at year-end for any portion of the deductible that has not been reimbursed previously.

26.05 Selection of the carrier or funding shall be determined by the Village. However, the Village agrees to use its best efforts to maintain coverage substantially equal to that in effect as of January 1, 1994. The Village agrees to keep employees informed of changes in carrier, funding mechanism, coverage or level of benefits prior to modification, should the modification

**ARTICLE 37 T.A 6/21/95**

**ARTICLE 38 T.A. 6/21/95**

**ARTICLE 39 DURATION AND NEGOTIATIONS**

39.01 The agreement between the parties shall be for the period of December 26, 1994 through December 22, 1996

39.02 Negotiations for a successor agreement shall proceed in the following manner: The party requesting negotiations shall notify the other party in writing of its request to collectively bargain a successor agreement, by the 15th day of July of the year during which this contract shall expire. Within thirty (30) days of the request for such meeting, the parties will meet to exchange initial proposals and negotiations shall proceed pursuant to Wisconsin Statutes, Sections 111.70 and 111.77 and all applicable paragraphs thereto.

LAST OFFER, 3%-1% for 1995 / 3%-1% for 1996

APPENDIX A, WAGES

CURRENT PAY SCHEDULE

START	PATROL OFFICER				
	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
24661.007	25066.576	27619.764	28446.669	29300.886	30181.382
948.50028	964.09906	1062.2986	1094.1027	1126.9571	1160.8224
12.66833	12.87667	14.18824	14.61302	15.05183	15.50414
19.002495	19.315005	21.28236	21.91953	22.577745	23.25621
25400.838	25818.573	28448.357	29300.069	30179.912	31086.824
976.95529	993.02204	1094.1676	1126.9257	1160.7659	1195.6471
13.04838	13.26297	14.613887	15.051411	15.503385	15.969264
19.57257	19.894455	21.920831	22.577116	23.255077	23.953896
25654.846	26076.759	28732.841	29593.07	30481.711	31397.692
986.72484	1002.9523	1105.1093	1138.195	1172.3735	1207.6035
13.178864	13.3956	14.760026	15.201925	15.658419	16.128957
19.768296	20.0934	22.140039	22.802887	23.487628	24.193435
26424.491	26859.061	29594.826	30480.862	31396.163	32339.623
1016.3266	1033.0408	1138.2625	1172.3408	1207.5447	1243.8316
13.57423	13.797468	15.202827	15.657982	16.128171	16.612826
20.361344	20.696202	22.80424	23.486974	24.192257	24.919238
26688.736	27127.652	29890.774	30785.671	31710.124	32663.019
1026.4899	1043.3712	1149.6452	1184.0643	1219.6202	1256.27
13.709972	13.935442	15.354855	15.814562	16.289453	16.778954
20.564958	20.903164	23.032283	23.721843	24.43418	25.168431

INVESTIGATOR

PROBATION	AFTER 1 YEAR	YEARLY
30769.781	31690.185	YEARLY
1183.4531	1218.8533	BI-WEEKLY
15.8064	16.27921	HOURLY
23.7096	24.418815	OVERTIME

3% ACROSS THE BOARD December 26, 1994

31692.875	32640.89	YEARLY
1218.9567	1255.4189	BI-WEEKLY
16.280592	16.767586	HOURLY
24.420888	25.151379	OVERTIME

1% ACROSS THE BOARD June 26, 1995

32009.804	32967.299	YEARLY
1231.1463	1267.973	BI-WEEKLY
16.443398	16.935262	HOURLY
24.665097	25.402893	OVERTIME

3% ACROSS THE BOARD December 25, 1995

32970.098	33956.318	YEARLY
1268.0807	1306.0122	BI-WEEKLY
16.9367	17.44332	HOURLY
25.40505	26.16498	OVERTIME

1% ACROSS THE BOARD June 24, 1996

33299.799	34295.881	YEARLY
1280.7615	1319.0724	BI-WEEKLY
17.106067	17.617753	HOURLY
25.6591	26.42663	OVERTIME