

AGREEMENT  
BETWEEN  
VILLAGE OF SHOREWOOD  
AND  
SHOREWOOD POLICE ASSOCIATION LOCAL 307

January 1, 2025 - December 31, 2026

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This AGREEMENT, made and entered into at Shorewood, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, and such other sections of the Wisconsin Statutes as may be pertinent hereto, between the VILLAGE OF SHOREWOOD, hereinafter called the “Village” and the SHOREWOOD POLICE ASSOCIATION, hereinafter called the “Association.”

WHEREAS, the above parties desire to maintain harmonious relations in matters related to public safety and to wages, hours and conditions of employment, with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes in conformance with the Statutes of the State of Wisconsin.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Village and the Association, acting through their duly authorized representatives, hereby agree as follows:

### **ARTICLE I - RECOGNITION**

**Section 1.01:** It is agreed that the employees, as hereinafter defined, constitute a separate, appropriate bargaining unit, as acknowledged by the Village Board, as a result of the certification by the Wisconsin Employment Relations Commission Case X No. 18463 ME-1121 dated July 18, 1975, pursuant to Section 111.70, Wisconsin Statutes; and the Village hereby recognizes the Association as the exclusive bargaining agent for all the employees, as hereinafter defined, in said bargaining unit, and this Agreement covers all such employees. The term “Employees” shall include all regular fulltime employees of the Shorewood Police Department employed in the classifications of Detectives and Patrol Officers, but shall not include civilian dispatchers, secretaries, clerks, and supervisory employees, namely those employees with the title of Chief of

Police, Captain, and Sergeant, and such other supervisory categories as the Village Board may create. It shall remain the unchallenged power of the Village Board to create additional supervisory personnel as they deem necessary.

## **ARTICLE II - MANAGEMENT RIGHTS**

**Section 2.01:** The Association recognizes the prerogatives of the Village to operate and manage its affairs in all respects in accordance with its responsibilities and in the manner provided by law, and the powers or authority which the Village has not specifically abridged, delegated or modified by other provisions of this Agreement are retained solely by the Village. Such powers and authority, in general include, but are not limited to the right to determine the services and level of services to be offered by the Village, to establish, continue, abolish, or alter policies, practices and procedures for the operation of the Village, to determine the number and types of employees required, and to increase or decrease the number of employees accordingly, and to assign work, to determine if overtime work is to be required, the amount of it and the employees who are to perform it, to promulgate reasonable rules and regulations, discipline for just cause, and the right to contract with others to provide service. The Village agrees and recognizes that the Association does not forfeit any of its statutory rights to negotiate on mandatory subjects of bargaining regarding wages, hours, and conditions of employment pursuant to Wisconsin State Statute 111.70.

## **ARTICLE III - FAIR SHARE /DUES DEDUCTION**

**Section 3.01:** Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit. The Association shall not exert pressure on or discriminate against an employee as regards such matters. No employee will be denied membership because of race, color, creed, or sex, and this Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the

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

**Section 3.02:** The Association will represent all employees in the bargaining unit, members and non-members, fairly and equally.

**Section 3.03:** The Village shall pay any amounts deducted to the Treasurer of the Association on or before the end of the month in which the deductions are made.

**Section 3.04: Dues Deduction:** The Village agrees to deduct monthly dues from the pay of employees, including probationary employees, upon receipt of individually signed voluntary check-off authorization and assignment forms provided by the Association. The Village shall deduct such amount from the first paycheck of each such employee member immediately following receipt of such statement of certification and shall promptly remit the total of such deductions to the Treasurer of the Association in one lump sum. Any change in the amount of dues to be deducted shall be certified to the Village by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change. Employees may revoke such authorization by providing written notice to the Village.

**ARTICLE IV - SALARY PROVISIONS**

**Section 4.01:** The following annual salary schedule shall be in effect:

Patrol Officer	1/1/25	1/1/26
	3.25%	3.25%
Start	73,077.45	75,452.47
After 1 year	76,705.00	79,197.91
After 2 years	82,043.57	84,709.99
After 3 years	87,382.14	90,222.06

After 4 years	92,720.24	95,733.65
Detective		
Start	94,575.29	97,648.99
After 1 year	96,184.37	99,310.36
After 2 years	97,793.74	100,972.04

**Section 4.02:** It is agreed that salary changes for employees, as required by this Agreement because of length of service, promotion or demotion, or any other reason specifically covered by this Agreement will be made effective at the beginning of the pay period following the pay period in which such change is confirmed by the Police Commission and/or effected by the Police Chief.

**Section 4.03:** For new employees, their initial paycheck shall reflect hours actually worked during the preceding pay period. To the extent that current employees may have been paid more than for hours actually worked when initially hired, the Village waives the right to recoup that overpayment. Thereafter, department paydays for all employees shall be on every other Friday, or on the last day immediately preceding, should Friday fall on a holiday legally recognized by the Village. All overtime that is worked shall be paid on the pay period immediately following the pay period in which it was earned.

**Section 4.04:** The hourly rate shall be determined by taking the annual salary and dividing it by 2013 hours.

#### **ARTICLE V - WORKING HOURS**

**Section 5.01:** The normal work schedule for employees covered by this Agreement shall be four (4) workdays 8.25 and two (2) days off, and then repeating the cycle.

Plain clothes officers shall work either a 4-2, 4-2 schedule or a 5-2, 5-2, 4-3 schedule as determined by the Chief of Police, and either of these schedules will be subject to the provisions of Sections 5.03, 5.05, and 14.01 of this Agreement.

Any officer on a short-term special assignment duty who mutually agrees to the change may also be assigned to work a 5-2, 5-2, 4-3 work schedule; provided however, no employee will be required to work more than 2013 hours per year.

**Section 5.02:** As far as practical, the employees shall work a straight 8.25 hours on an established shift. Shifts may be maintained on the following schedule:

6:45A.M. to 3:00 P.M.

10:45 A.M. to 7:00 P.M.

2:45 P.M. to 11:00 P.M.

10:45 P.M. to 7:00 A.M.

But the Chief of Police may, in their sole discretion, change or alter the shifts so that the highest level of protection of life and property may be maintained. The Chief of Police, in their sole discretion, may assign 100% of the total number of employees of the Police Department to work overlapping shifts in case of criminal investigations, riots, civil disturbances, strikes, or emergencies, and the decision of the Chief to do so shall be final and not subject to the grievance procedure, arbitration or fact-finding.

**Section 5.03:** When computing the amount of fringe benefits due, an 8.25 hour period shall be used, both for accrual and for use of such benefits.

**Section 5.04:** Posted shifts shall be assigned annually by seniority. The Chief shall, as soon as practicable, begin the process on or before November 1, for the subsequent calendar year. For shifts that become vacant during the calendar year, the process in Section 5.05 shall be

followed. Employees currently in a non-patrol position who choose to return to a patrol position shall be placed in a vacant slot and may not participate in this shift selection process for a minimum of one calendar year from the date the change occurs.

Shift selection shall be made by replacing the least senior individual on a given shift. The officer moving to that shift shall take the slot of the person being replaced. Yearly selections can only be made when moving from one shift to another and not to move to a different off day slot on the shift of which you are already a member.

**Section 5.05:** Permanent shift assignment shall be on the following basis:

- A. For patrol officers, shift assignment shall be made on the basis of rank seniority in the department.
- B. Senior patrol officers may, however, reject transfer to another shift when openings exist in which case the next senior patrol officer will be offered the position.
- C. If all patrol officers reject the position, the least senior patrol officer will be assigned the position.
- D. These rules apply only when an opening exists which the Village determines shall be filled. Such opening will be posted on the departmental bulletin board for five (5) days.
- E. This procedure shall also apply to Detectives in choosing their shifts with preference being given to those who are senior in rank.
- F. Rank seniority is defined as all time spent in the department in a rank listed in Article IV, Section 4.01, i.e., Patrol Officer or Detective.
- G. Probationary employees shall be assigned to any shift deemed appropriate by the Village, provided that no non-probationary employee is displaced by the

assignment. When probation ends, the Village shall post the open shift as set forth in Section 5.05D and the open shift shall be filled pursuant to 5.05A, B, and C.

**Section 5.06:**

- A. In the event an employee is required to work court time (in Municipal or County Courts or other courts) during the time the employee is scheduled to attend any of the hours of training without compensation pursuant to this section, the Village will have the option to do either of the following:
1. Charge the hours spent in the court time against Section 6.05 training hours on a straight-time basis. If this option is used, the employee will not receive any pay for the court time, unless the court time exceeds the total number of training hours scheduled for that day, and in that case the employee shall receive pay at the rate of time and one-half (1-1/2) for those hours that do exceed the scheduled training hours, but with no minimum guarantee, and the employee will not be required to make up those training hours lost because of working court time.
  2. Pay the employee for the court time at the rate of time and one half (1-1/2) and reschedule the hours of training without compensation lost because of working court time at any time during the balance of that calendar year, provided however, that if the training time to be rescheduled involves in-service training which was initially scheduled to be attended on or after July 1 of the year, the Village will be allowed to reschedule the training hours within six months of the date on which the training was initially scheduled, but not later than March 31 of the following year.

**Section 5.07:** When an opening exists for a permanent investigative position within the department, the Chief of Police may appoint an acting Detective to serve in such capacity until a promotion occurs to fill the opening. The employee appointed by the Chief of Police to the acting position will be paid at the first step of the acting rank assumed by the employee.

After appointment to the acting rank, such assignment will continue until a permanent appointment is made via promotion or until the acting employee is returned to his/her former rank for cause or as otherwise allowed by law. This temporary assignment shall be for a period of time not to exceed six (6) months unless otherwise mutually agreed to by the Association Board of Directors.

A return to the employee's former rank from an acting rank will not be considered a demotion. Seniority will be retained within the former rank, and all time spent in the acting rank will be credited to the employee upon promotion to a position in which he/she was acting.

#### **ARTICLE VI - OVERTIME**

**Section 6.01:** Overtime shall be paid for all hours worked over 8.25 hours per day or 41.25 hours per week. The rescheduling of a work shift to avoid payment of overtime will not be permitted unless the officer mutually agrees, and the rescheduling period is not less than thirty (30) days nor more than sixty (60) days. However, the scheduling of hours worked for a duty shift will remain under the control and discretion of the Chief of the Police Department as prescribed by the Police Department Rules and Regulations. In addition, the Police Chief may continue to reschedule employees' hours so as to avoid any overtime payments when such employees attend the annual twenty-four (24) hour in-service training program. Subject to provisions of Federal and State law:

- A. Employees of the department shall have the option of having overtime paid in cash or compensatory time off.

- B. Compensatory time off, if requested by the employee, shall be at the discretion of the Chief.

It is the understanding between the parties that regulation of compensatory time shall remain within the guidelines set forth in the Fair Labor Standards Act where it applies to law enforcement personnel, and that the work period shall be twenty-eight (28) days in length. Wages received while on training will be limited to eight (8) hours of straight time per day.

**Section 6.02:** A recall to duty for any reason will be paid at the rate of time and one-half (1-1/2) with a minimum guarantee of three (3) hours.

**Section 6.03:** A guaranteed minimum of three (3) hours at time and one-half (1-1/2) will be paid for court time for all off-duty personnel.

**Section 6.04:** Overtime paid under this Agreement shall be based upon the regular rate of each employee as of the date the overtime is earned.

**Section 6.05:** Specialized training, other than the annual twenty-four (24) hour service training program, shall be processed as follows:

- A. Where the training is departmentally required, any re-scheduling that necessitates an employee working more than 8.25 in a twenty-four (24) hour period, shall require the payment of overtime for the time worked.
- B. Where the training is requested by the employee and is not departmentally required, such training must be approved by the Chief. The Chief or their designee can change the employee's work schedule to accommodate the school and Department in order to avoid payment of overtime to the employee.

- C. “Work Time”, as applied to training in Section 6.06, means instructional time only unless a department vehicle is used. Then all time spent in transit to and from the training or instructional site shall be considered as work time.

**Section 6.06:** Overtime will only commence upon reporting for duty and end upon completion of said duty. Travel time reporting for duty, and travel time after completion of duty will not be considered compensable unless traveling in a department vehicle. All time spent using a department vehicle traveling to and from a destination point while on official police business or at the direction of the Chief of Police, shall be compensable time and the Officer shall be considered on duty. The Employer will make a vehicle available for all Village related business unless circumstances exist that preclude the Employer from being able to make a vehicle available. If a vehicle is not available, then the employee will take their own car and collect mileage from the Employer. In this case the employee will not be considered on duty until the employee reaches the point of destination and will be considered off duty as soon as they leave the point of destination provided that they are through working for the day. If there is more than one point of destination which the employee will be required to attend on Village business, then all travel time between points of destination will be considered as on duty time. The Employer may, if the situation warrants it, direct the employee to use their vehicle to attend a school or training seminar if it is more reasonable to travel from the employee’s home to the point of destination and the distance to the point of destination is less than the mileage to the police station. Wages received while on training will be limited to 8.25 hours of straight time per day.

**Section 6.07: Standby Pay:** Any member who is ordered to be on a standby status by the Chief of Police or by the Court shall receive compensatory time off or cash at the employee’s option for that time on a straight time rate basis. Each member shall notify the Department Shift

Commander at the start and conclusion of the “Standby” period. Any member who fails to give notification as above set forth and give the shift commander such information as he/she may require, shall forfeit “Standby Overtime”. Employees who are in court and are told to be on standby will have the option of remaining at court at the overtime rate.

## **ARTICLE VII - SENIORITY**

**Section 7.01:** Seniority is the period of uninterrupted employment in the department in positions having the power of arrest beginning with the latest date of hire. An employee shall not accrue seniority while on layoff or on unpaid leave of absence, except if required by law, where such layoff or leave exceeds sixty (60) days.

**Section 7.02:**

- A. A new employee shall not attain any seniority rights until “they have completed their probationary period. Upon successful completion of their probationary period, such employee’s seniority shall be retroactive to his original date of hire. The probationary period for new employees shall be eighteen (18) months; provided however, that this may be extended up to one (1) additional year by the Village. During such probationary period, a new employee may be suspended, demoted or discharged at the discretion of the Village and without recourse to any appeal or grievance procedure.
- B. Employees promoted to a higher position shall serve a probationary period of one (1) year in such position.

**Section 7.03:** Employees shall lose their seniority for any of the following reasons:

- A. Discharge.

- B. Resignation. (Any employee absent for two (2) consecutive scheduled workdays without notifying the Village of the reason for absence may be considered as having resigned, except where the employee has a legitimate reason for being absent and a legitimate reason for not notifying the Village.)
- C. Retirement.
- D. Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid or failing to report to work within five (5) days after notice of recall from layoff.
- E. On layoff for a continuous period of time equivalent to twelve (12) calendar months.

### **ARTICLE VIII - SICK AND INJURY LEAVE**

**Section 8.01:** Sick and non-occupational injury leave shall be accumulated at a rate of one (1) day per month, with a total accumulation limited to one hundred-eighty (180) days.

#### **Section 8.02:**

- A. Upon retirement, under the provisions of Chapter 40 of the Wisconsin Statutes related to public employee retirement, or upon the death of any employee, each employee shall be paid for one-half (2) of the employee's unused accumulated sick leave at the normal rate of pay, with benefits payable to the employee's spouse, or estate in the case of the death of said employee.
- B. The termination pay benefit for accumulated sick pay earned by the Employee at the time of retirement may be received in any of the following ways:

1. The Employee may request cash at the time of retirement in which case the Village will write the employee set to retire a separate check for their accumulated sick leave on their last pay period; or
  2. The Employee may request that the Village pay their accumulated sick day payout by making a check payable to the holder of the Employee's 457 account for the total amount of their accumulated sick day payout on their last paycheck.
- C. In case a National Health Insurance Program is instituted and a Village group health insurance program is no longer needed and is discontinued, any unused amount of retirement benefit of any employee may be used to purchase life insurance for said employee or may be held in trust for said employee's next of kin upon the employee's death, to be determined by said employee. In case of the death of said employee, any amount of said retirement benefit which has not been used will be paid to the next of kin of said employee.

**Section 8.03: Worker's Compensation:**

- A. An employee who sustains an injury while performing duties within the scope of his/her employment with the Village shall receive eighty percent (80%) of his/her regular straight time wages during such absence from work for a maximum period of nine (9) months for any one (1) occurrence after execution of this agreement. Provided, further, that in no event shall the Village be obligated to pay any more, nor shall the employee receive any less (including Worker's Compensation benefits) than the employee would normally receive as regular straight time wages had the employee not been injured while on duty with the Village. If the Internal

Revenue Service (IRS) determines that the injury pay benefits provided herein are taxable as wages, then beginning with the effective date of such determination, the Village shall pay one hundred percent (100%) of the employee's regular straight time wages in accordance with the conditions set forth above; provided that the Village shall be obligated to pay the injured employee no more than the difference between the employee's full wages and the employee's Worker's Compensation benefits paid - during said one-year period. Any check received by such employee as Worker's Compensation benefits during such period shall be endorsed by the employee and turned over to the Village.

In order for an employee to qualify for benefits under Subsection "A" hereof, the employee's doctor must advise the Village in writing that the injury sustained by the employee prevents the employee from performing the employee's duties as a Village employee. The Village shall have a right to refer the employee for a second medical opinion at the Village's expense. If the second medical opinion is contrary to that given by the employee's doctor, a third medical opinion shall be obtained at the Village's expense from a medical source mutually agreeable to the employee and the Village. Whether or not the employee can perform his/her normal duties shall be determined by the third medical opinion.

**Section 8.04: Light Duty Assignment:** Those employees who suffer a compensable injury or suffer an illness but who are able to perform light duties shall be required to do so rather than take injury or sick leave. Whether or not an employee is able to perform light duties shall be determined by the employee's doctor, the Village's doctor, or both, or a doctor mutually agreed upon by the Village and the Association. Light duties shall consist of working a normal rotating

schedule or a schedule that shall be determined by the Chief or his designee in order to meet the needs of the Department.

An employee performing light duty on a normal rotating schedule or a schedule assigned by the Chief for 8.25 hours per day, or 41.25 hours per week, shall not lose accumulated injury or sick leave during the calendar week when such duties are performed. If an employee works less than 8.25 hours per day, or 41.25 hours per week, that employee will lose injury or sick leave upon a pro rata basis determined on the total number of hours he or she normally would work. The Village shall make the determination of whether an employee shall perform light duties subject only to the approval of the medical authority as described above. The duties to be performed as light duties shall be made available in advance to the medical authority making the determination of whether or not an employee can perform such duties. The Village and the Association shall review, every thirty (30) days, the duties performed by an employee when light duties are involved; medical advice shall be sought during such review.

It is understood and agreed under such arrangement that the Village shall have the final determination of how long and when light duties shall be continued or terminated.

Light duties shall include but shall not be limited to clerical duties. An employee on light duty shall not engage in outside employment until that employee returns to his or her normal shift.

**Section 8.05: Maternity Leave:** Female employees who become pregnant shall immediately notify the Chief of Police. A statement from the employee's doctor indicating the approximate delivery date is required when pregnancy becomes known. At that time, said employee shall be placed on light duty until said employee goes on maternity leave, provided that

said employee's physician advises the Village in writing that the employee cannot perform her regular duties, all subject to the provisions of Section 8.04 of this agreement.

Maternity leave shall be considered an absence without pay, except that employees who are on maternity leave may use any accumulated sick leave, vacation days, compensatory time off or holidays which are a part of and included within their maternity leave and shall designate to the employer which days the employee wants to use.

There will be no loss of seniority or benefits during maternity leave; however, the leave shall not exceed six (6) weeks following a termination of pregnancy (excluding birth) unless a medical certificate indicating an extension is warranted, is received by the Village, all subject to the provisions and limitations of the Wisconsin Family and Medical Leave Act.

Village rules and regulations related to paid or unpaid leave shall not be considered additional benefits over and above those provided under the Wisconsin Family and Medical Leave Act, but rather, benefits included within the provisions of said act.

**Section 8.06:** An employee who works for four (4) months without taking a leave of absence, using sick leave or being tardy or suspended shall be awarded one (1) floating holiday to be used in the subsequent four (4) month period. The four (4) month periods are January 1 through April 30, May 1 through August 31, and September 1 through December 31. Employees who utilize Federal or State Family Leave shall still be eligible to receive this benefit.

**Section 8.07:** An employee who has called in sick is required to notify a supervisor daily as to whether he/she is returning to work. This notification is not required for major illnesses when it is known when an employee is expected to return to duty. The notification to the Department shall be made, if possible, at least two (2) hours prior to the commencement of the shift.

## **ARTICLE IX - FUNERAL LEAVE AND SERIOUS ILLNESS LEAVE**

**Section 9.01:** A funeral leave of not to exceed three (3) working days with pay, not deducted from sick leave, shall be granted to employees in the event of the death of a member of the employee's immediate family. "Immediate family" is defined as the employee's spouse, father, mother, sister, brother, or children and similar relations by adoption or in-laws; and other relatives at the discretion of the Chief. One (1) additional day off which may be required due to extenuating circumstances surrounding the funeral may be granted at the sole discretion of the Chief of Police or his designee.

**Section 9.02:** An employee shall be granted up to three (3) days per year of their accumulated sick leave for serious illness in his household. "Serious illness" is defined as an illness in the employee's household which incapacitates the household member and which requires the physical presence of the employee to care for such household member.

**Section 9.03:** In case of a police emergency which requires the presence of the requesting employee and for which no other employee is available, either such leave may be denied.

## **ARTICLE X - MILITARY LEAVE**

**Section 10.01:** Military leave and re-employment rights shall be governed by the provisions of the Wisconsin Statutes, especially Section 45.50.

**Section 10.02:** Permanent full-time employees may be granted a leave of absence up to thirty (30) days with pay annually to take training as members of the reserve corps of the United States Armed Forces, including the National Guard, upon submission of evidence of receipt of official orders, recommendation of department head and approval of the Village Manager; provided that employees who accept their pay from the Village during said training period shall

immediately assign to the Village all payment received for such military duty or service rendered, exclusive of travel pay.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

**Section 11.01:** This Agreement provides a method for orderly adjustment of grievances. Therefore, it is understood and agreed that there shall be no slowdowns by individuals or employees of the Police Department. Any one or more employees participating in any such slowdown, strikes or mass sick calls, will be subject to discipline up to and including discharge. The Village, in return, agrees that there shall be no lockout of the members of the Association.

**Section 11.02:** Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth in this Article. Disciplinary matters, excluding written reprimands, shall be handled exclusively under the provisions of Section 62.13(5), Wisconsin Statutes (The parties shall reopen the contract after the final decision is rendered regarding the City of Menasha). In the event a grievance is required to be in writing under this Section, it shall specifically state the section or sections of this Agreement alleged to have been violated.

**Section 11.03:** Both parties agree that every reasonable effort shall be made in good faith to endeavor to settle grievances promptly and in a friendly and cooperative spirit. Such negotiations may be held by the employees individually with the commanding officer or through the following regular grievance procedure.

*Step 1:* The employee individually, or if they desire, accompanied by a member of the Association's Grievance Committee, may explain his grievance orally to the commanding officer of the shift involved. Any grievant shall be entitled to representation at any meeting

or hearing related to their grievance to be scheduled at a time mutually convenient to all parties.

Step 2: If the grievance cannot be settled at the first step, it shall be reduced to writing and submitted to the Chief of Police within thirty (30) days from the date the events of the grievance arose. The Chief of Police shall, within five (5) days, hold an informal meeting with the employee and the Grievance Committee, and shall give their written answer within five (5) days of such meeting.

Step 3: If the grievance is not settled at Step 2, the Association shall, within five (5) days after receipt of the Chief's answer or last date due, serve written notice on the Village Clerk requesting a meeting with the Village Manager. A meeting shall be scheduled within twenty (20) days and an attempt shall be made by the parties to settle the grievance. Both parties may be represented by their own retained legal counsel at such meeting. The Village Manager shall give their written answer to the Association within ten (10) days of meeting.

Step 4: If the grievance is not settled in Step 3 of the Grievance Procedure, the parties shall each select three (3) arbitrators from the staff of the Wisconsin Employment Relations Commission (WERC). From these six (6) arbitrators, five (5) names will be drawn at random. The parties will then proceed to alternately strike from that panel until an arbitrator is selected. The order of striking shall be determined by lot. The parties shall jointly submit a request to the WERC for the appointment of the agreed upon arbitrator. The Association shall pay any required filing fee. The WERC shall be notified of the selection of the arbitrator within three (3) working days. The decision of the arbitrator shall be final and binding on the parties, but the arbitrator shall neither add to, detract from nor modify the language of the Agreement between the parties. The expenses and compensation incident

to the services of the arbitrator shall be paid jointly by the Village and the Association. The Village will pay no part of the Association's attorney fees and the Association shall pay no part of the Village's attorney fees.

**Section 11.04:** The Association's Grievance Committee shall consist of three (3) members as elected by the Association. No more than one (1) member of the Grievance Committee will be afforded time off as may be reasonably required to attend grievance meetings provided such member receives prior permission for such time off from the Chief of Police or commanding officer.

**Section 11.05:** The Association shall furnish the Village and the Chief of Police with an up-to-date list of its officers, trustees and members of the Grievance Committee and keep that list up-to-date. If the grievance is one subject to the jurisdiction of the Police Commission, the provisions of the Wisconsin Statutes shall govern said proceedings.

**Section 11.06:** No lawsuit shall be started by the Association or by any individual member thereof against the Chief of Police, the Village or the Village Board until the grievance procedure outlined herein has been fully and completely utilized in an attempt to settle the question involved.

**Section 11.07:** The time limits indicated in this Article shall not include Saturdays, Sundays or holidays. In the event the Association fails to process a grievance within the time limits set forth in this Article, such grievance shall be barred unless the time period is extended in writing by the Village.

## **ARTICLE XII - RULES AND REGULATIONS**

**Section 12.01:** The rules and regulations primarily related to wages, hours and working conditions of employment of the Police Department as established by the Village, in accordance

with the provisions of and pursuant to Section 62.13, Wisconsin Statutes, shall be made part of this Agreement by reference.

**Section 12.02:** The rules and regulations of the Police Department refer to disciplinary offenses and penalties. They do not include operational or administrative policies and procedures outlining an individual's responsibility for action or lack thereof in conforming to specific expected conduct under the circumstances outlined in the particular policy or procedure at issue.

**Section 12.03:** Nothing herein contained in this article shall be construed as indicating a limitation on management's rights to alter, amend or add addenda to said Rules and Regulations which do not relate to or impact on mandatory subjects of bargaining during the term of this Agreement. If a rule or regulation conflicts with a specific provision of this Agreement, the latter controls. The Association will be given prior notice of any proposed rule or regulation change and an opportunity to discuss with the Village before the change is implemented by the Village; provided, however, the Association reserves the right to challenge the application or reasonableness of any rule which relates to or impacts on a mandatory subject of bargaining when it is applied. This challenge shall be exercised through the grievance procedure. However, this provision shall not apply to application of discipline, excluding written reprimands, for just cause, that shall be handled by the Police Commission.

### **ARTICLE XIII - VACATIONS**

**Section 13.01:** Paid vacations shall be granted to employees covered under this contract as follows:

10 days of vacation after 1 year of continuous service

15 days of vacation after 5 years of continuous service

20 days of vacation after 14 years of continuous service

25 days of vacation after 20 years of continuous service

26 days of vacation after 21 years of continuous service

27 days of vacation after 22 years of continuous service

**Section 13.02:** Vacation allowances shall not be accumulated from year to year,

**Section 13.03:** Unused vacation pay of deceased employees shall be payable to the surviving spouse, member of his family, or estate.

**Section 13.04:** Any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds sixty (60) days, shall not be considered in determining continuous service.

**Section 13.05:** Vacation selection shall be in accordance with the procedure set forth in Exhibit "A" which is attached to this Agreement and made a part hereof.

**Section 13.06:** Employees have the right to select vacation days in their annual allocation (as stated in Appendix "A", which are in excess of those evenly divisible by five (5), on a single day basis without regard to manpower considerations, subject to the following:

Example: 26th and 27th vacation days can be taken on a single day basis without regard to manpower considerations.

Example: If an employee takes single vacation days because manpower/staffing concerns permit such selection, other vacation days requested are also subject to consideration of manpower.

#### **ARTICLE XIV - HOLIDAYS**

**Section 14.01:** Employees under this contract shall receive eleven (11) Holidays in addition to those included within the work schedule under the following provisions:

- A. At the discretion of the Chief, the holidays may be given in the form of time off on a straight time basis, or the holidays may be paid as provided in paragraph B below.

Whenever possible the Chief shall give consideration to the request of the employees of his department with regard to such holidays. Holidays in the form of time off will not be assigned unless requested by the employee.

- B. Payment for holidays not taken or previously requested and approved shall be made on the last pay period in October on a separate paycheck and shall be for hours at the employee's straight time rate in effect on the last pay period in October. Calculations for holidays will be made on an October 1 cut-off date in each calendar year to be paid on a separate check. For new hires and separating employees, compensation for holidays shall be based on the holidays which occur during the employees' employment with the Village rather than being pro-rated. For that purpose, the eleven holidays shall be the 11 holidays currently listed in the Village Handbook (except Juneteenth Day), plus President's Day.

#### **ARTICLE XV - RETIREMENT**

**Section 15.01:** The retirement of Police Department employees will be governed by the applicable Wisconsin State Statutes, Village Ordinances and General Rules of the Shorewood Police Department subject to Federal Law.

**Section 15.02:** Police Department employees who contemplate retirement shall give the Chief of Police or their designee sixty (60) days written notice of the employee's effective retirement date. Failure to comply with this section shall cause said employees to lose two (2) days of their compensable holiday time earned if not used before retirement.

#### **ARTICLE XVI - NO STRIKE OR SLOWDOWN**

**Section 16.01:** The Association agrees, individually and collectively, not to strike, slow down, engage in a mass sick call, or in any other manner impede the full working efficiency of the

Village Police Department, including refusals to perform customarily assigned duties, including overtime.

**Section 16.02:** The Association shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 16.01 above.

**Section 16.03:** Participation by employees in the actions prohibited by Section 16.01 above shall be the basis for discipline, including discharge.

**Section 16.04:** Upon written notification by the Village to the Association that its members are engaged in acts prohibited by Section 16.01 above, the Association shall immediately, in writing, order such members to return to work immediately.

**Section 16.05:** The acts prohibited by Section 16.01 above are hereby deemed illegal and a violation of this Agreement.

#### **ARTICLE XVII - BULLETIN BOARD**

**Section 17.01:** The Village will permit the Association bulletin board space in the squad room of the Police Department. Said bulletin board shall be used for the following notices:

- A. Recreational and social affairs of the Association.
- B. The time, date, place and purpose of an Association meeting.
- C. Notice of death or illness of an Association member.
- D. Correspondence received from other police groups and departments.

**Section 17.02:** Notices and announcements shall not contain anything political or anything reflecting upon the Village, any of its employees, or any labor organization among its employees; and no material, notices or announcements which are not herein above enumerated shall be posted. Any Association authorized violation of this Section shall entitle the Village,

acting through its Chief of Police, to immediately cancel the provisions of this Section and remove the bulletin board.

### **ARTICLE XVIII - CLOTHING ALLOWANCE**

**Section 18.01:** The Employer shall pay to each employee a uniform allowance as shown below on the second check of each January. For all uniformed employees except those assigned to bike patrol, the annual clothing allowance shall be six hundred thirty-five dollars (\$635.00). For Detectives and persons assigned to bike patrol, the annual clothing allowance shall be six hundred eight-five dollars (\$685.00). These amounts shall be considered an expense reimbursement for tax purposes, and shall not be included on each employee's W-2 form. Employees who separate from employment prior to the end of the calendar year shall be required to repay any unearned portion of the uniform allowance on a pro-rated basis based on the month the separation occurs. .

**Section 18.02:** The Village agrees to reimburse any officer who damages his/her clothing or personal items while acting in their official capacity as a law enforcement officer, provided however, personal items that are replaced shall not be replaced for a cost exceeding two hundred-fifty dollars (\$250.00) per incident, subject to the approval of the Chief of Police. Payment for these replaced items shall not be deducted from the officer's personal clothing allowance account.

**Section 18.03:** In lieu of the uniform allowance provided in Section 18.01, the Village shall issue to new employees the uniform items listed on Exhibit B, attached hereto, without cost to such new employees.

During such new employee's second (2nd) twelve (12) months of employment, such employee shall be entitled to a uniform allowance of one hundred dollars (\$100.00) to be paid in a lump sum on the second paycheck of the month in which the employee reaches their anniversary date.

During such new employee's third (3rd) twelve (12) months of employment, such employee shall be entitled to a uniform allowance of two hundred dollars (\$200.00) to be paid in a lump sum on the second paycheck of the month in which the employee reaches their anniversary date.

During the period from such new employee's third (3rd) annual anniversary date to the next following December 31, a uniform allowance of thirty dollars (\$30.00) per full month (i.e., 15 or more days contained in the month) from the anniversary date to the next following December 31 will be paid in a lump sum on the second paycheck of the month in which the employee reaches their anniversary date.

The next following calendar year, such new employee will be entitled to the uniform allowance as provided in Section 18.01.

**Section 18.04:** The Village will provide a minimum Level 2A armor vests to employees who request them. Employees who have a vest provided by the Village shall be required to wear the vest at all times, unless the employee is in training, in court, teaching a class, or any other event which is mutually agreed to by the Police chief or their designee and the employee that a vest is not required to be worn.

Once every five years, the Department agrees to reimburse each employee up to \$800 towards the cost of a Department-approved bullet-proof vest. Selection of employees eligible for this payment during the first four years of this program shall depend on need and when the employee's last vest was purchased.

## **ARTICLE XIX - RESIDENCY**

**Section 19.01:** Employees covered under this Agreement shall not be restricted to any geographical boundaries.

## ARTICLE XX – LATERAL HIRES

**Section 20.01:** A newly-hired Officer with prior full-time experience as a certified law enforcement officer, will qualify for a lateral entry to the Shorewood Police Department as a Police Officer, under the following circumstances:

**Minimum Qualifications:** Solely for purposes of participating in the Lateral Entry Program, the Lateral Entry Officer (LEO) must meet the following qualifications. The Lateral Entry Officer will be certified through the State of Wisconsin LESB, or (for out of state applicants) satisfy the State of Wisconsin LESB's law enforcement reciprocity requirements for certification. The LEO will have completed a minimum of eighteen (18) months of full-time law enforcement service. The LEO will successfully complete all stages of the hiring process, including but not limited to testing, screening, and background screening components.

**Wages:** The LEO will be placed at the applicable wage step in order to receive compensation equal to the standard annual amount of their prior qualified service as a full-time sworn law enforcement officer, rounded down to the commensurate step in the Wages schedule: 1 year, 2 years, 3 years, or 4 years. The LEO shall advance through the remaining wage schedule based on years of service with the Village (i.e., an employee credited with three (3) years of service by starting at the year 3 rate will move to the year 4 rate after completion of one full year of Village service).

**Vacations:** The LEO will accrue vacation days according to Article XIII – Vacations. LEOs will receive recognition equal to the number of full years of service as a full-time sworn law enforcement officer, as it relates to the Vacation schedule in the Collective Bargaining Agreement. Upon hire, based on their month of hire, an initial grant of up to an equivalent amount of prorated

vacation may be awarded for use in the remainder of the calendar year. The employee will then accrue vacation as other employees.

Sick Leave: The LEO will be fronted five (5) days or 41.25 hours of sick leave upon hire. After five full months of service, the LEO will then accrue sick leave and be subject to sick leave benefits in accordance with the provisions of the collective bargaining agreement.

Exclusions: Employee seniority for Lateral Entry Officers shall be determined by the collective bargaining agreement, based on their hire date with the Shorewood Police Department, and shall not be affected by this side letter and/or Lateral Entry Program. No other contractual compensation, benefits or privileges are extended to an LEO or based on recognized credited prior service, other than wages, vacation leave accrual, and sick leave adjusted benefit as outlined above.

Applicability: The credited service-time determination shall be documented, along with the determined wage rate and vacation accrual step and issued to the LEO and the Association representative. Enhanced compensation and benefits described above (Wages, Vacations, Sick Leave), will apply to all Lateral Entry Officers employed by the Village and covered by the Association's Collective Bargaining Agreement as of January 1, 2023 and successor CBAs thereto.

## **ARTICLE XXI - PENSION FUNDS**

**Section 21.01:** For employees covered under this contract, the employee shall pay the full employee Wisconsin Retirement System contribution.

## **ARTICLE XXII – INSURANCE**

### **Section 22.01: Health Insurance:**

- A. The Village shall offer to all regular full-time employees of the Police Department one or more medical, major medical, and hospital insurance plans, one of which

said employee may select for health insurance coverage. Retired Village Police Department employees who worked on a regular full-time basis in said department prior to retirement shall be included in the Village's group health insurance program but subject to the provisions of paragraph (C) hereof.

B. The Village shall pay the cost of health insurance premiums for each regular full-time employee of the Police Department included under the terms of this contract and covered under one of the Village's group health insurance plans except as follows. .Effective January 1, 2017, employees shall contribute twelve percent (12%) per month.

C. Effective January 1, 1987, if an eligible employee retires from the Village Police Department under the provisions of Chapter 40, Wisconsin Statutes and wishes to remain under the Village group health insurance program and has served the Village as an employee for twenty (20) years or more, has no other health insurance coverage, and is not eligible for Medicare, and agrees to:

1. Select a plan offered by the Village which could include the traditional plan or an HMO.

The employee may remain as a participant in the Village's group health insurance program, and the Village shall pay fifty percent (50%) of the employee's cost of health insurance premiums under the family plan and one hundred percent (100%) of the employee's cost of health insurance premiums under the single plan, provided that the Village's obligation hereunder does not exceed the amount the Village would have paid if the retired employee was under the family plan, and provided further, however, that the Village's obligation hereunder shall be based

upon and limited to the cost of premiums of the health insurance plan selected by the employee as established on the date the employee retires from the Village Police Department.

An employee, who retires under the family plan and subsequently has a change in marital status so that the retiree only requires a single plan, shall notify the Village as soon as possible. The retiree shall have his full premium paid under the single plan provided that it does not exceed the amount the Village was paying for the retiree while said retiree was under the family plan. Any increases over the amount allocated by the Village shall be paid by the retiree. Eligible employees are defined as those employees on the Village payroll as of January 1, 1987, and all employees subsequently hired after that date.

- D. Any employee who retires from the Village service and is not eligible for the benefit prescribed in paragraph "C" may continue to be a member and insured under the Village's group health insurance program if said retiree pays their own health insurance premiums; provided, however, that if said retiree is eligible for Medicare, or obtains other employment in which health insurance is offered by the employer, they shall no longer be eligible to be a member of and insured under said Village group health insurance program.
- E. The Village agrees that if it decides to change the insurance carrier during the term of this agreement, it shall notify the Association of its intent to change the carrier at least sixty (60) days prior to the intended change if practicable, but not less than thirty (30) days from the intended date of change. The employer agrees that it shall provide the Association with written documentation setting forth the level of

benefits of the new program. If the level of benefits is not agreeable to the Association the parties agree to open the contract to negotiate on the new insurance, provided, however, if the Employer changes insurance carriers and the level of benefits are equal to or greater than the existing program, there will be no obligation on the part of the Employer to reopen the contract to negotiate the change.

- F. In the event a current employee has a spouse that is also a Village employee, that employee and spouse shall be entitled to one family contract, , or two single contracts between them from the Village. .

**Section 22.02: Life Insurance:** The Village shall furnish life insurance under the group plan established by the State of Wisconsin for municipal employees providing life insurance in an amount determined by a state formula based upon the annual earnings of each employee. The Village shall contribute the full amount of the annual premium for each employee. Full details of the policy shall be furnished to the employee upon request. The life insurance protection provided under this contract shall become effective for new employees at the conclusion of their probationary period and upon the employee making application therefore.

**Section 22.03: False Arrest Insurance:** The Village shall provide false arrest insurance which shall cover each employee of the Department.

**Section 22.04: Dental Insurance:** Dental insurance will be available provided the employee pays 5% of the single premium, and for the family plan there shall be an eighty dollar (\$80.00) per month cap for the employer with the employee paying the residual amount. Any increase in dental insurance during the term of this agreement that exceeds the eighty dollar (\$80.00) per month cap shall be paid by the employee by payroll deduction.

**Section 22.05: Opt Out:** Effective January 1, 2007, employees who are eligible to take insurance but opt out of the insurance or opt to take a single plan when eligible to take a family plan shall receive two hundred fifty dollars (\$250.00) per month.

**Section 22.06: Insurance Trust:** The Village agrees to pay the employee's contribution to the Labor Association of Wisconsin Retiree Trust Account in the amount of twelve dollars (\$12.00) per person per month.

### **ARTICLE XXIII - ADDITIONAL EMPLOYMENT**

**Section 23.01:** Members of the Shorewood Police Department may engage in outside employment or work when they are not scheduled for work with the Shorewood Police Department or are not so engaged in duty. Such outside employment or work shall be limited to off-duty hours and shall be considered supplementary and secondary to their duties as members of the Shorewood Police Department.

**Section 23.02:** The Village and the Association agree that the primary responsibility and obligation of each member of the Shorewood Police Department is to the Village of Shorewood as an employee; that such employment shall take precedence at all times over any other employment members of said Department may engage in; that such supplementary or secondary employment shall not interfere or conflict with their duties as members of the Shorewood Police Department or be of such a nature as to embarrass the Village of Shorewood.

**Section 23.03:** The Village and the Association agree and understand that members of the Police Department who engage in such outside employment will not conduct any business related to such outside employment on Village premises or during hours in which such employees are working for the Shorewood Police Department. It is further agreed and understood by the parties herein that such members so engaged in outside employment shall not advertise said outside

employment either directly or indirectly on Village premises or during duty hours with the Police Department.

**Section 23.04:** Prior to accepting or undertaking any employment, a member shall furnish to the Chief of the Police Department a statement setting forth the name of his employer or indicate if self-employed, hours of employment and type of work, together with a statement of their employer, if not self-employed, verifying the statement of the member and agreeing to all of the terms and conditions of such part-time employment and provisions in this Article.

**Section 23.05:** In addition to the information required under Section 23.04 above, said member shall, prior to undertaking any part-time employment, waive, in writing, any and all claims for sick leave compensation or any other benefits arising by reason of the fact that such disability occurred while he was engaged in part-time employment.

**Section 23.06:** No member shall engage in any part-time employment, which employment requires the securing of a taxi-cab owner or operator's license, or a liquor, beer or bartender license, or which employment requires the securing of any license from the Village of Shorewood.

**Section 23.07:** In the event the Chief is of the belief that any part-time employment is decreasing the efficiency of the member, or interfering with his availability for duty, they may order the member to terminate their part-time employment. The member, upon receipt of such order, shall terminate their employment immediately. They may, however, appeal from the determination of the Police Chief to the Board of Police Commissioners. The appeal shall be made in accordance with such rules and regulations as the Board shall establish. The decision of the Board of Police Commissioners shall be subject to judicial review ordinarily available with respect to decisions of the Board of Police Commissioners.

**ARTICLE XXIV - EDUCATIONAL INCENTIVE PROGRAM**

**Section 24.01:** Employees will be reimbursed for tuition and books paid for successful completion (i.e. “C” or better) of undergraduate college level courses which are job-related and approved by the Chief, such as courses required for obtaining an associate degree in Police Science, or a bachelor’s degree in Law Enforcement or Criminal Justice. Such reimbursement shall be limited to a maximum of one hundred fifty (\$150.00) dollars per credit, per course.

**Section 24.02:** Prior to enrolling in any course covered herein, the employee shall submit to the Chief of Police a description of the course in addition to tuition costs to be reimbursed.

**ARTICLE XXV - USE OF OWN MOTOR VEHICLE TO CONDUCT VILLAGE**

**BUSINESS (MILEAGE)**

**Section 25.01:** If an employee uses his/her own vehicle conducting Village business, the employee shall be paid mileage in the same amount per mile as is paid all other Village employees for such use, in addition to the cost of parking; provided, however, that in no event shall an employee be paid for using their motor vehicle when traveling from the employee’s residence to the Village, or from the Village to the employee’s residence.

**ARTICLE XXVI - PROMOTIONS**

**Section 26.01:** An employee promoted from the classification of Patrol Officer to a higher classification shall receive the starting pay; at the end of one (1) year following the date of the promotion, said employee shall be entitled to the one-year salary step range to which he/she was promoted; at the end of two (2) years following the date of the promotion, said employee shall be entitled to the two-year salary step range to which he/she was promoted.

**Section 26.02:** The promotional procedure as established by the Police Commission as of the date of the signing of this agreement will remain in effect unless the Village or the Police

Commission decides that a change is necessary. If the Village or the Police Commission determines that a change is necessary, the proposed change to the current promotional procedure shall be given to the Association prior to making the change. Thereafter, if the Association wishes to engage in a dialogue with the Village or the Police Commission regarding the proposed changes, and the Association so advises the Village or the Police Commission of such desire within ten (10) working days of the date the changes of procedure have been given to the Association, a time will be set aside to discuss the proposed changes; provided, however, that it is agreed and understood that the authority to make the final decision and determination related to the changes to be made in the promotional procedure will be the sole responsibility of the Village or the Police Commission.

**Section 26.03:** Commencing with any eligibility list created for promotions, any person who applies for a promotion and successfully proceeds through all of the steps of the procedure shall have his/her name forwarded to the Chief of Police for consideration for the open position. Any person who does not successfully pass through the promotional procedure shall be informed of this as soon as may be practicable by the Village and shall be provided with the reason(s) why he/she did not pass.

**Section 26.04:** Any person who believes that his/her rights under the contract have been violated, may file a grievance under Article XI and the grievance shall commence at Step 3 within ten (10) working days of the day that the employee became aware of the facts surrounding why the employee did not successfully pass the promotional procedure or get promoted.

#### **ARTICLE XXVII - LAYOFFS**

**Section 27.01:** All layoffs regarding members of this bargaining unit shall be pursuant to Wisconsin State Statute 62.13(5m).

### **ARTICLE XXVIII - JURY DUTY**

**Section 28.01:** Any employee who is duly summoned for jury duty shall be paid 8.25 hours pay at the straight time hourly rate for such regular working days as he/she is actually on jury duty, but he/she shall turn over to the Village all compensation he/she received as a juror immediately upon receiving the said compensation. The term “compensation” includes the jury fees, but excludes the mileage paid to the employee.

### **ARTICLE XXIX - DRUG TESTING POLICY PROCEDURE**

**Section 29.01:** The Drug Testing Policy and Procedure currently in effect shall continue in full force and effect pursuant to the provisions of Appendix C which is hereto attached, incorporated by reference and made a part hereof as if fully set forth herein subject to Federal and State law.

### **ARTICLE XXX - WAIVER OF BARGAINING CLAUSE**

**Section 30.01:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Village and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## **ARTICLE XXXI - AMENDMENT AND SAVINGS CLAUSE PROVISIONS**

**Section 31.01:** Any motions or resolutions heretofore adopted by the Village Board and inconsistent with the foregoing provisions of this Agreement are hereby superseded by this Agreement.

**Section 31.02:** This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the Village and the Association where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party hereto shall not constitute a precedent in the future enforcement of all its terms and conditions.

**Section 31.03:** If any article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

## **ARTICLE XXXII - LONG TERM DISABILITY**

**Section 32.01:** The Village will administer and offer long term disability insurance to employees on an optional basis with the premium cost fully paid by the employees opting for the coverage.

## **ARTICLE XXXIII - DURATION OF AGREEMENT**

**Section 33.01: Current Agreement Renewal:** The provisions of this Agreement shall become effective January 1, 2025 and shall continue in full force and effect until December 31, 2026. In the event the parties to this Agreement have not agreed to a new labor contract on or

before December 31, 2026, this Agreement shall continue in full force and effect until a new Agreement is reached.

On or about September 1st in the last year of the contract, either party wishing to reopen negotiations shall serve written notice on the other party of their intent to commence negotiations.

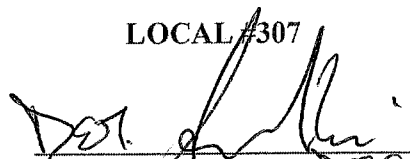
Thereafter, the parties shall mutually agree to a date to exchange proposals.

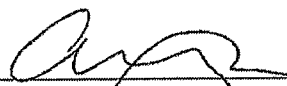
Dated at Shorewood, Wisconsin as of this 6 day of January, 2025.

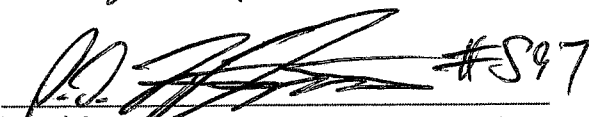
**VILLAGE OF SHOREWOOD**

**LOCAL #307**

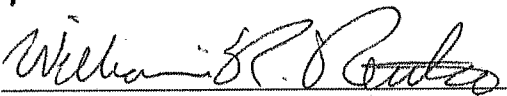
  
\_\_\_\_\_  
Village Administrator

  
\_\_\_\_\_  
Local President **ANDREW REKUSKI**

  
\_\_\_\_\_  
Village Board President

  
\_\_\_\_\_  
Local Secretary **#597**

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Local's Representative

## APPENDIX "A"

### POLICY/PROCEDURE VACATION SELECTION

In order to ensure flexibility and equity in the matter of vacation selections by Departmental personnel, the following procedures will be followed:

1. Available vacation time for purposes of selection will be the first Saturday in January to the first Friday in January of the following year.
2. Vacations must be selected on a Saturday through Friday basis in blocks of at least one week at a time; provided, however, it is understood that a week of vacation is equal to five vacation days. Employees have the right to select vacation days in their annual allocation (as stated in Appendix "A", which are in excess of those evenly divisible by five (5), on a single day basis without regard to manpower considerations, subject to the following:

Example: 26th and 27th vacation days can be taken on a single day basis without regard to manpower considerations.

Example: Employee takes vacation day singly when manpower permitted, that does not make any other days of vacation subject to being taken off without regard to manpower considerations.

3. Prime vacation time shall be considered the last Saturday in May through the first Friday in September inclusive. Only one (1) selection of a week or a block of consecutive weeks may be made during this time. Additional weeks or nonconsecutive weeks must be selected outside of the prime vacation time range.
4. Departmental vacation selections will be implemented by the use of a vacation sign-up sheet passed among all employees with appropriate weekly blanks for the initial and last name of the selecting employee.
5. Vacation selections by individuals will be made as follows:
  - A. Each Patrol Division shift and the Investigative Division will have its own vacation selection list from which choices are selected, compiled into a Master List.
  - B. The order of selection will be by rank; within rank, the order of selection will be by rank seniority.
  - C. Only one member of the Investigative Division may be on vacation at the same time. A Detective may be rescheduled to cover the shift vacancy for the Detective that is on vacation, however, he/she may not be re-assigned for the purposes of being a Patrol Division Shift commander.
  - D. Only one Patrol Officer from the same shift may be on vacation at the same time.

- E. Every employee may keep the vacation sign-up list for a maximum of four (4) “working days”. The list must be returned to the shift supervisor who will pass it on to the next senior employee. Failure to return the list to the shift commander after four (4) “working- days” will result in the offending employee losing his/her turn and must wait until everyone else on their shift makes their selection first before making theirs.
6. After vacations are selected, modifications or changes will be allowed in accordance with the above policy/procedure with the approval of the Chief of Police and/or their designate.

## APPENDIX B

### NEW EMPLOYEE INITIAL UNIFORM ISSUE

1. 3 shirts - long sleeve, winter
2. 3 shirts - short sleeve, summer
3. 3 trousers
4. 1 cap - Round Dress (optional)
5. 1 cap - winter, stocking
6. 1 jacket - dual/multipurpose
7. 1 Tie
8. 1 tie clasp
9. embroidered name strips or 2 nameplates
10. 1 flashlight
11. 1 raincoat
  
12. 1 baton - Expandable
13. 1 trouser belt
14. 1 ballistic vest (per section 18.04 of contract)
15. 1 holster, gun belt, cuff case, 4-belt keepers, baton holder, flashlight holder, OC holder, magazine case, radio holder, taser holder, glove pouch

New employees terminating employment with the Village prior to three years' service will be required to repay the Village the cost of the Village's initial uniform issue proportional to the time employed, e.g. after one (1) year of service, the employee would repay seventy-five percent (75%) of such cost, after two (2) years of service, fifty percent (50%) of such cost, after thirty (30) months, twenty five percent (25%) of such costs, etc.

**Note 1:** The Village will also provide the following items to new employees which are not part of the clothing allowance, and remain the property of the Village. All equipment, with the exception of uniforms and other personal purchase items shall remain the property of the Village.

1. 1 pair handcuffs

2. 1 badge, 1 hat shield
3. 1 side arm
4. Service ammunition as designated by Department Policy
5. ID Card
6. Riot gear (helmet, wood baton with ring)

**Note 2:** New employees must purchase the initial supply of department approved items (i.e., shoes, socks and T-shirts, etc.) with their own funds.

## APPENDIX C

### DRUG TESTING POLICY AND PROCEDURE

1. Purpose

The purpose of this policy is to provide all sworn employees of the Police Department with notice of the provisions of the Department Drug Testing Program.

2. Discussion

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement professional and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

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

3. Definitions

- A. "Sworn Employee" means those full time employees who have been formally vested with full law enforcement powers and authority.
- B. "Supervisor" means those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element.
- C. "Drug test" means the compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- D. "Reasonable suspicion" means that quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts, and any rationally derived inferences from those facts about the conduct of an individual that would lead a reasonable person to suspect that the individual is or has been using drugs while on or off duty.

- E. “Drugs of Abuse/Controlled Substance” means cocaine, heroin, amphetamines, barbiturates, or any other major drug of abuse or illegal drug (excluding alcohol).
- F. “Officer” means all full-time sworn officers of the Shorewood Police Department.

4. Procedures

A. Prohibited Activity

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

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the officer’s health and safety.
4. Any employee having a probable basis to believe that another employee is illegally using or is in possession of any controlled substance, shall immediately report the facts and circumstances to his/her supervisor.
5. Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provided in the department’s discipline and grievance procedures.

B. Applicant Drug Testing

1. Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
  - a. Refusal to submit to a required drug test; or
  - b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Employee Drug Testing

All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary

period. The frequency and timing of such testing shall be determined by the Director of Public Safety or his/ her designee.

D. Employee Drug Testing

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

1. A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of facts supporting the order shall be made available to the employee prior to the actual test.
2. A drug test will be administered as part of all promotional procedures.
3. Sworn officers, as a condition of their employment, shall submit to random drug testing no more than one time in a calendar year.
4. Any sworn officer of this department who is directly involved in a serious incident defined by the following cases:
  - a. Discharge of a firearm at a human being or a vehicle in which human beings are contained.
  - b. Auto accident involving an officer's vehicle in which a personal injury occurs and which requires a report as defined by Wisconsin State Statute 346.70.

may be required by the supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A directly involved officer is the officer who actually discharged their weapon (in case #a), and is the driver of the police vehicle(in case #b).

If the involved officer is injured and unable to produce a urine sample, the employee agrees to a blood test and agrees to allow the results of the test to be released to the employer.

5. Any officer, who in the carrying on of his/her duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be administered and no disciplinary action will be taken if the tests are positive under the following conditions:
  - a. The officer was in physical danger if he did not ingest the drug or narcotic substance.

- b. Nothing in this policy shall be construed as granting permission for officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstances except as cited in # 5a.
- 6. On a yearly basis, random drug testing may be conducted on up to five officers:
  - a. The random selection pool may include all officers.
  - b. The random selection of the names of five officers will be observed by the selected designee of the Union and the Director of Public Safety or his/her designee.
- 7. Any employee required to comply with this procedure on off-duty time shall be entitled to overtime pursuant to Article XI of this agreement.

E. Drug Testing Procedures

- 1. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by all personnel administering drug tests.
- 2. Personnel authorized to administer drug tests shall require positive identification from each officer to be tested before they enter the testing area. This shall consist of a picture ID or driver's license.
- 3. A pre-test interview shall be conducted by testing personnel with each officer in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- 4. The bathroom facility of the testing area shall be private and secure.
- 5. Where the officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The officer shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area. Reasonable amounts of water may be given to the officer to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test unless the officer agrees to a blood test and agrees to allow the results of the test to be released to the employer.
- 6. The officer shall have the right to request that his/her urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage

for one year. This sample shall be made available to the officer or his/her attorney should the original sample result in a legal dispute or the chain of custody be broken. The officer may request a second test of the master sample be performed at a NIDA certified laboratory of his/her choice and the parties mutually agree to maintain the chain of custody.

7. Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the officer to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
8. Whenever there is a reason to believe that the officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

F. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
  - a. Initial screening test
  - b. Confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending”. Notification of test results to the supervisor or other departmental designee shall be held until the Confirmation test results are obtained.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug screening test:

Amphetamines	500 ng/1
Barbiturates	500 ng/1
Cocaine	300 ng/1

Opiates	300 ng/1
THC	100 ng/1
PCP	25 ng/1
Benzodiazepines	200 ng/1
Methadone	25 ng/1

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

Marijuana metabolite	15*
Cocaine metabolite	150 **
Opiates:	
Morphine	300 ***
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

- \* Delta-9 tetrahydrocannabinol-9-carboxylic acid
- \*\* Benzoylecgonine
- \*\*\* 25ng/ml if immunoassay-specific for free morphine

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
7. Officers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the officer requests such, a copy of the letter will be placed in the officer's personnel file.
8. Any officer who breaches the confidentiality of testing information shall be subject to discipline.

G. Chain of Evidence - Storage

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

H. Drug Test Results

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
2. Drug test results and records shall be sent directly to the Village Manager. These documents will be maintained by the Village Manager for an indefinite period of time in a secured file.

5. Actions Taken/Positive Results

A. If an officer tests positive and the tests identify cocaine, heroin, amphetamines, barbiturates, not prescribed by a physician, or any other major drug of abuse or illegal drug, the officer's employment may be terminated.

B. An officer who tests positive for marijuana shall be subject to discipline and referred to the Employee Assistance Program.

C.

1. The officer shall be subject to mandatory random testing for a period of two years.
2. The Employee Assistance Program or other recognized facility at the officer's own expense shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.
3. A second positive test for marijuana may be grounds for termination.

6. Refusal to Submit

Officers who refuse to submit to a required drug test under this policy may be terminated from employment as an officer of the Shorewood Police Department.