

PUBLIC NOTICE

AGENDA FOR REGULAR VILLAGE BOARD MEETING #1970

Tuesday, September 19, 2017 at 7:00 PM

Village Hall Board Room, 12621 W. Hampton Avenue

PLEASE TAKE NOTICE that a Regular Meeting of the Butler Village Board will be held on the 19th day of September, 2017 at 7:00 PM at the Village Hall Board Room, 12621 W. Hampton Avenue, Butler, Wisconsin, at which time and place the following items of business will be considered and possibly acted upon:

- I. Pledge of Allegiance
- II. Roll Call
- III. Persons Desiring to be Heard
- IV. Consent Agenda:
Note: Prior to voting on the Consent Agenda, items may be removed at the request of any Trustee and be placed on the agenda under New Business.
 - 1) August 15, 2017 Regular Meeting Minutes
 - 2) August 18, 2017 Special Meeting Minutes
 - 3) Current Invoices
 - 4) August Statement of Revenues and Expenditures
 - 5) August Monthly Department Reports
 - 6) Resolution 17-11; a Resolution Establishing Eligibility for Exemption from the County Library Levy
- V. Communications
- VI. Committee Reports
 - 1) Public Safety Committee
 - 2) Building Board
 - 3) Finance Committee
 - 4) Library Board
 - 5) Park & Recreation Commission
- VII. Report of the Administrator
- VIII. New Business
 - A) Discussion and Possible Action on an agreement with Waukesha County for Data Processing Services for Property Tax Assessment and Billing.
 - B) Discussion and Possible Action on an Agreement Between the Village of Butler and The Labor Association of Wisconsin, Inc. For and On Behalf of the Village of Butler Professional Police Association Local No. 312 for January 1, 2018 – December 31, 2020.
 - C) Discussion and Possible Action on Halloween Trick or Treat Hours.
 - D) Recognition of Officer Victor Herpin on the completion of his Probationary Period.
- IX. Adjournment

Dated: September 14, 2017

VILLAGE OF BUTLER

Patricia Tiarks, President

Kayla Chadwick, Administrator/ Clerk

Notice: It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice. Please note that, upon reasonable notice, good faith efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Administrator /Clerk at 262-783-2525 at least 24 hours in advance of the meeting.

To: President Tiarks
Village Board of Trustees
From: Kayla Chadwick, Village Administrator
Date: September 14, 2017
Re: September 19th Supplemental Agenda



**VILLAGE OF
BUTLER**
EST 1913

VIII. New Business

(A) Discussion and Possible Action with Waukesha County for Data Processing Services and for Property Tax Assessment and Billing.

This agreement is our annual agreement with Waukesha County to have the County print the Village's property tax bill and to collect the second installment.

Staff recommends approval.

(B) Discussion and Possible Action on an Agreement Between the Village of Butler and The Labor Association of Wisconsin, Inc. For and On Behalf of the Village of Butler Professional Police Association Local No. 312 for January 1, 2018 – December 31, 2020.

Last month, Chief Wentlandt and I met with the Police Labor Association to negotiate a successor contract. The current Police Contract is set to expire on December 31, 2017. A copy of the track-changed contract is included in your packet. Most changes are housekeeping in nature. The only large change is wage increases for each of the three years of the contract. We have tentatively agreed upon a 3% wage increase January 1, 2018, a 2.5% increase January 1, 2019, and a 2.5% increase January 1, 2020.

Staff recommends approval.

(C) Discussion and Possible Action on Halloween Trick or Treat Hours for 2017.

Halloween falls on Tuesday, October 31. Over the past few years, Butler has had varying times and days of Trick- or Treat. Below is a sampling of area communities dates/times. In 2016, Butler held Trick or Treat on Sunday, October 30 from 4:00 pm – 6:00 pm.

A full list of published times/dates for the entire state is available at: <https://www.hauntedwisconsin.com/things-to-do/kids-family/trick-or-treat/>.

Note: There is no Packer game on Sunday, October 29.

- City of Brookfield – Tuesday, October 31; 5:00 pm – 7:30 pm
- Town of Brookfield – Tuesday, October 31; 6:00 pm – 8:00 pm
- City of Delafield – Sunday, October 29; 5:00 pm – 7:00 pm
- Village of Dousman - Sunday, October 29; 4:00 pm – 7:00 pm
- Village of Germantown - Tuesday, October 31; 5:30 pm – 8:00 pm
- City of Oconomowoc – Saturday, October 28; 2:00 pm – 4:00 pm
- City of Pewaukee – Sunday, October 29; 4:00 pm – 7:00 pm
- City of Wauwatosa – Sunday, October 29; 1:00 pm – 4:00 pm

OF THE BUTLER VILLAGE BOARD

Minutes not formally approved until Regular Board Meeting on September 19, 2017.

Village President Patricia Tiarks called the Board Meeting to order at 7:00 PM at the Village Hall Board Room.

ROLL CALL

Present: Village President Patricia Tiarks, Trustees Marc Van Gompel, Mark Holdmann, Gerald Orvis, William Benjamin and Michael Thew

Also present: Administrator Kayla Chadwick and Police Chief Wentlandt

PERSONS DESIRING TO BE HEARD:

Dani Ernst, 12723 W. Colfax Place, informed Village Board of Co-Ed Softball Tournament this coming weekend and all the money will be donated for MA Cares; she also asked to use the keys for the concession stand for this event.

CONSENT AGENDA:

- 1) July 18, 2017 Regular Meeting Minutes
- 2) Current Invoices
- 3) July Statement of Revenues and Expenditures
- 4) Bartender's Licenses –

Heather J. Rochon	Bottoms Up/Butler Inn
Samantha G. Heritsch	Bottoms Up
Pillay Asvathamman	W Fuel Stop
Danielle G. Hennes	Bottoms Up
- Temporary Bartender's License - Travis W. Ernst Softball Tournament August 18-20-2017
- 5) July Monthly Department Reports
- 6) Street Use Permit for C&S Performance, 4687 N. 124 Street for September 10, 2017 Open House and Car Show
- 7) Street Use Permit for St. Agnes Congregation on September 8th through September 10, 2017 on Cameron Avenue from 12800 to 12700 (Parish Rectory) from 4:00 PM – 11 PM and 11:00 AM – 11:00 PM respectfully
- 8) Parade Permit for St. Agnes Sam Berres Memorial Run/Walk on Saturday, September 9, 2017
- 9) Application for Temporary Class "B" / "Class B" Retailer's License for St. Agnes Congregation from September 8 – 10, 2017.
- 10) Application for Temporary Class "B" / "Class B" Retailer's License for MA Cares – Danielle Ernst, Hope for Our Heroes Co-Ed Softball Tournament on August 18-20, 2017.
- 11) Proclamation Recognizing and Expressing Appreciation to Katelin Brochman for her 5 Years of Service to the Butler Volunteer Fire Department, Inc.
- 12) Proclamation Recognizing and Expressing Appreciation to Michael Larson for his 5 Years of Service to the Butler Volunteer Fire Department, Inc.
- 13) Proclamation Recognizing and Expressing Appreciation to Gary Anderson for his 5 Years of Service to the Butler Volunteer Fire Department, Inc.
- 14) Proclamation Recognizing and Expressing Appreciation to James Baughman for his 5 Years of Service to the Butler Volunteer Fire Department, Inc.
- 15) Proclamation Recognizing and Expressing Appreciation to Jeffrey Laufenberg for his 10 Years of Service to the Butler Volunteer Fire Department, Inc.
- 16) Proclamation Recognizing and Expressing Appreciation to Christopher Creed for his 10 Years of Service to the Butler Volunteer Fire Department, Inc.
- 17) Proclamation Recognizing and Expressing Appreciation to Eric Volkmann for his 15 Years of Service to the Butler Volunteer Fire Department, Inc.
- 18) Proclamation Recognizing and Expressing Appreciation to Nicholas Stella for his 15 Years of Service to the Butler Volunteer Fire Department, Inc.
- 19) Proclamation Recognizing and Expressing Appreciation to Brad Dall for his 25 Years of Service to the Butler Volunteer Fire Department, Inc.

- 20) Proclamation Recognizing and Expressing Appreciation to Robert Ruege for his 25 Years of Service to the Butler Volunteer Fire Department, Inc.
- 21) Proclamation Recognizing and Expressing Appreciation to Robert Hauck for his 35 Years of Service to the Butler Volunteer Fire Department, Inc.
- 22) Proclamation Recognizing and Expressing Appreciation to Peter Zoulek for his 40 Years of Service to the Butler Volunteer Fire Department, Inc.
- 23) Proclamation Recognizing and Expressing Appreciation to Ron Worgull, Sr. for his 40 Years of Service to the Butler Volunteer Fire Department, Inc.

Motion by Van Gompel; second by Thew to approve Consent Agenda. Motion carried unanimously.

COMMUNICATIONS: None

COMMITTEE REPORTS

Building Board

Trustee Benjamin reported the following occupancy permits were approved:
12601 W. Hampton Avenue, SO Dance Academy
12420 W. Derby Place, AG Langer & Co.

The following building permit was approved:
Egress Window, 4900 N. 126 Street

Finance Committee

Trustee Thew reported the current invoices were reviewed and approved. Trustee Thew reported the July Statement of Revenues and Expenditures were approved.

Park & Recreation Commission

Trustee Orvis reported on the Park & Recreation Commission activities.

Library Board

Trustee Sardina reported the Library Board met on August 8, 2017. Various items were discussed.

REPORT OF THE ADMINISTRATOR Administrator Chadwick informed Board the new street signs came in and DPW will be installing them and reported there were 2 water main breaks.

NEW BUSINESS

- A) Public Hearing on a Large Gathering Permit for Todd Hall for Hot Rods on Hampton on September 10, 2017 in accordance with Section 30-303 of the Municipal Code.

The Public Hearing opened at 7:15 PM.

There were no comments.

The Public Hearing closed at 7:15 PM.

- B) Motion by Thew; second by Benjamin to approve the Large Gathering Permit for Todd Hall for Hot Rods on Hampton on September 10, 2017 in accordance with Section 30-303 of the Municipal Code.

Motion carried unanimously.

- C) Motion by Thew; second by Orvis to approve request from Todd Hall for an exemption from Section 4-131 (2)(b) of the Municipal Code regarding Outside Consumption of Alcoholic Beverages for the Hot Rods on Hampton Avenue on September 10, 2017 which will end by 5 PM. Motion carried unanimously.

OF THE BUTLER VILLAGE BOARD

D) Motion by Benjamin; second by Sardina to approve a request for additional funding for the Emerald Ash Borer (EAB) Management Program for 2017. Motion carried unanimously. Thew and Van Gompel voted Nay.

CLOSED SESSION

The Board may consider convening into Closed Session pursuant to Section 19.85(1) (c) to consider employment, promotion, compensation or performance evaluation of any public employee.

Items of Discussion:

- 1. Village Administrator
- 2. 2018 Non-Represented Employee Wages

Motion by Benjamin; second by Sardina to adjourn into Closed Session. Motion carried unanimously. The Board went into Closed Session at 7:37 PM.

OPEN SESSION

Motion by Thew; second by Orvis to return to Open Session at 9:10 PM. Motion carried unanimously.

ADJOURNMENT

Motion by Thew; second by Van Gompel to adjourn. Motion carried unanimously. The meeting was adjourned at 9:10 PM.

Submitted by:
Kayla Chadwick
Village Administrator/Clerk

Approval Date: _____

Correction/Amendment:

OF THE BUTLER VILLAGE BOARD

Minutes not formally approved until Regular Board Meeting on September 5, 2017.

Village President Patricia Tiarks called the Board Meeting to order at 6:00 PM at the Village Hall Board Room.

ROLL CALL

Present: Village President Patricia Tiarks, Trustees, Mark Holdmann, Gerald Orvis, William Benjamin and Michael Thew

Also present: Administrator Kayla Chadwick

Excused: Trustee Marc Van Gompel

PERSONS DESIRING TO BE HEARD: None

CLOSED SESSION

The Board may consider convening into Closed Session pursuant to Section 19.85(1) (c) to consider employment, promotion, compensation or performance evaluation of any public employee.

Items of Discussion:

1. Village Administrator

Motion by Benjamin; second by Sardina to adjourn into Closed Session. Motion carried unanimously. The Board went into Closed Session at 6:00 PM.

OPEN SESSION

Motion by Thew; second by Sardina to return to Open Session at 6:48 PM. Motion carried unanimously.

ADJOURNMENT

Motion by Thew; second by Sardina to adjourn. Motion carried unanimously. The meeting was adjourned at 6:49 PM.

Submitted by:
Kayla Chadwick
Village Administrator/Clerk

Approval Date: _____

Correction/Amendment:

To: President Tiarks
 Village Board of Trustees
From: Jim Bremberger, DPW Supervisor
Date: September 13, 2017
Re: August DPW Report



**VILLAGE OF
 BUTLER**
 EST 1913

The top August priorities were;

- Water Main and Road Project
- Planting 50 new street trees

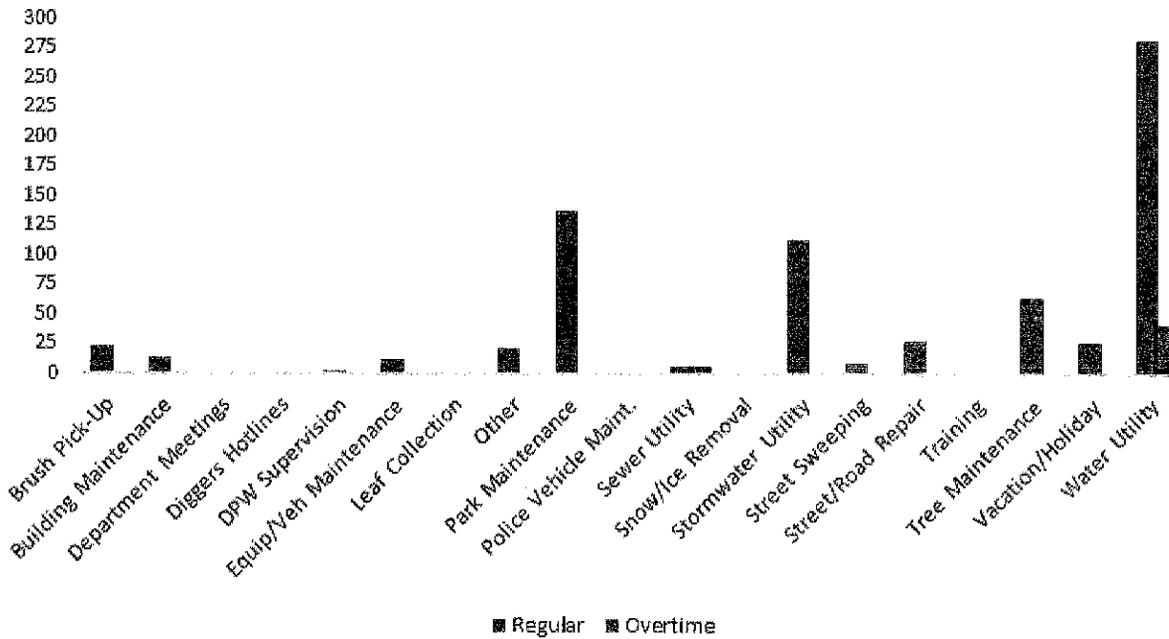
August Activity

- Replace storm sewer frames and make repairs to inlets on Arden Road Project
- Work on Capital budget quotes for 2018

Utility Activity

- Daily, monthly, and quarterly water samples.
- Work with contractor on Arden Water Main Replacement

August Public Works Hours



To: President Tiarks
Village Board of Trustees
From: David Wentlandt, Chief of Police
Date: September 12, 2017
Re: August Police Report



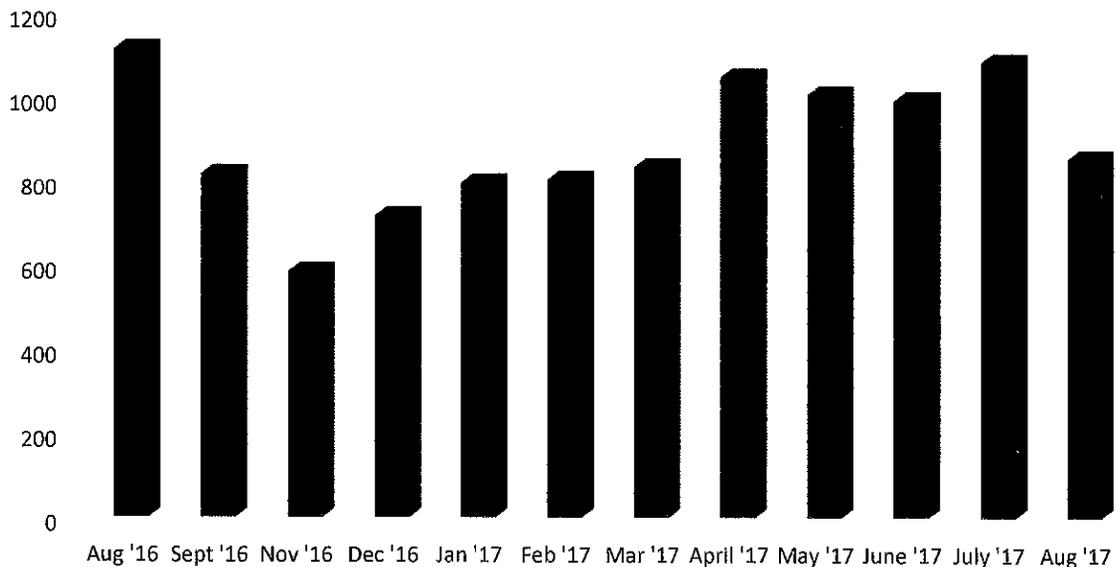
Squad Car Usage

	<u>Miles</u>	<u>Gallons</u>	<u>MPG</u>
2017 Marked Tahoe	1910	169.741	11.25
2015 Marked Explorer	1660	167.861	9.88
Totals	3570	337.602	10.57

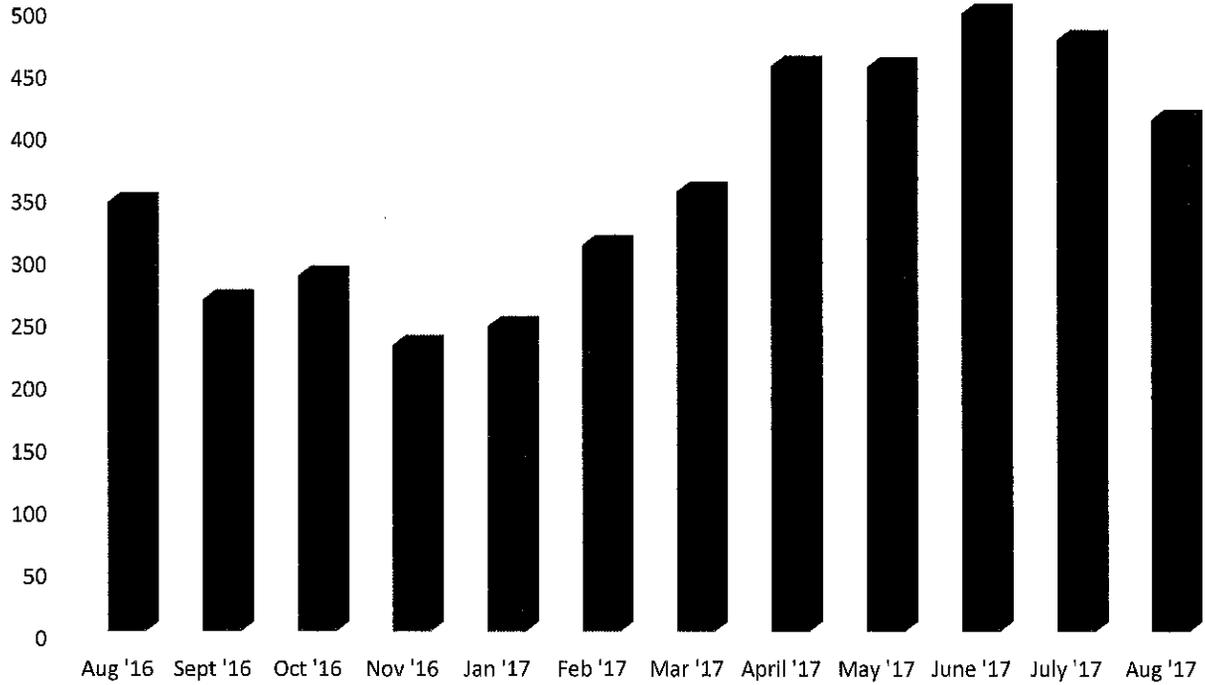
Notes of Interest

- The 10 anniversary of National Night Out was a huge success once again
 - Officer Herpin attended a week long State Crime Lab Evidence School and is now certified to process crime scenes and take photographs.
 - Officers had a total of 854 citizen contacts throughout the month. This equals 27.5 contacts per day or just over 9.1 contacts per shift.
 - The Village of Butler Police Department had 411 calls for service in August 2017.
-

Citizen Contacts



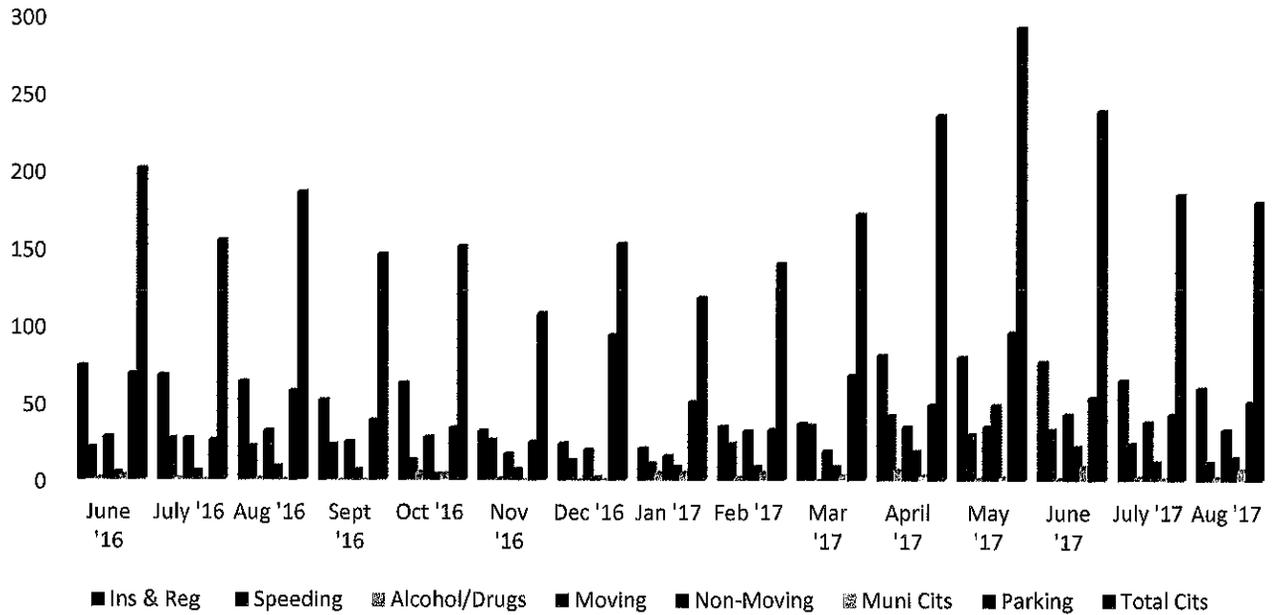
Calls for Service



Total Calls for Service

Aug '16	344
Sept '16	266
Oct '16	285
Nov '16	230
Dec '16	281
Jan '17	245
Feb '17	310
Mar '17	353
April '17	454
May '17	453
June '17	496
July '17	475
Aug '17	411

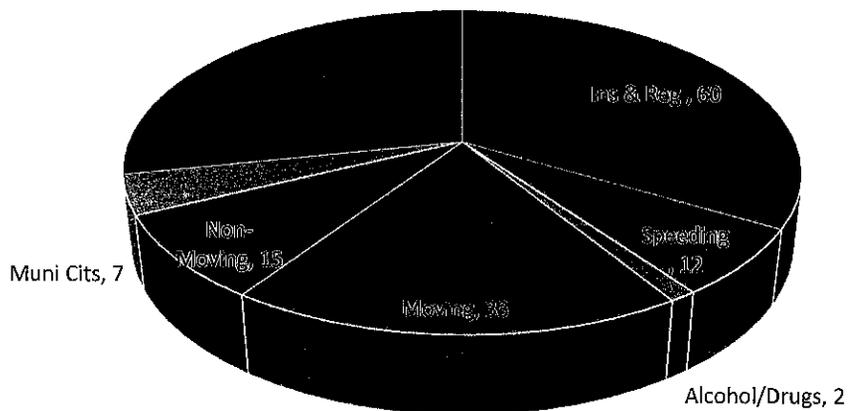
Citation Totals



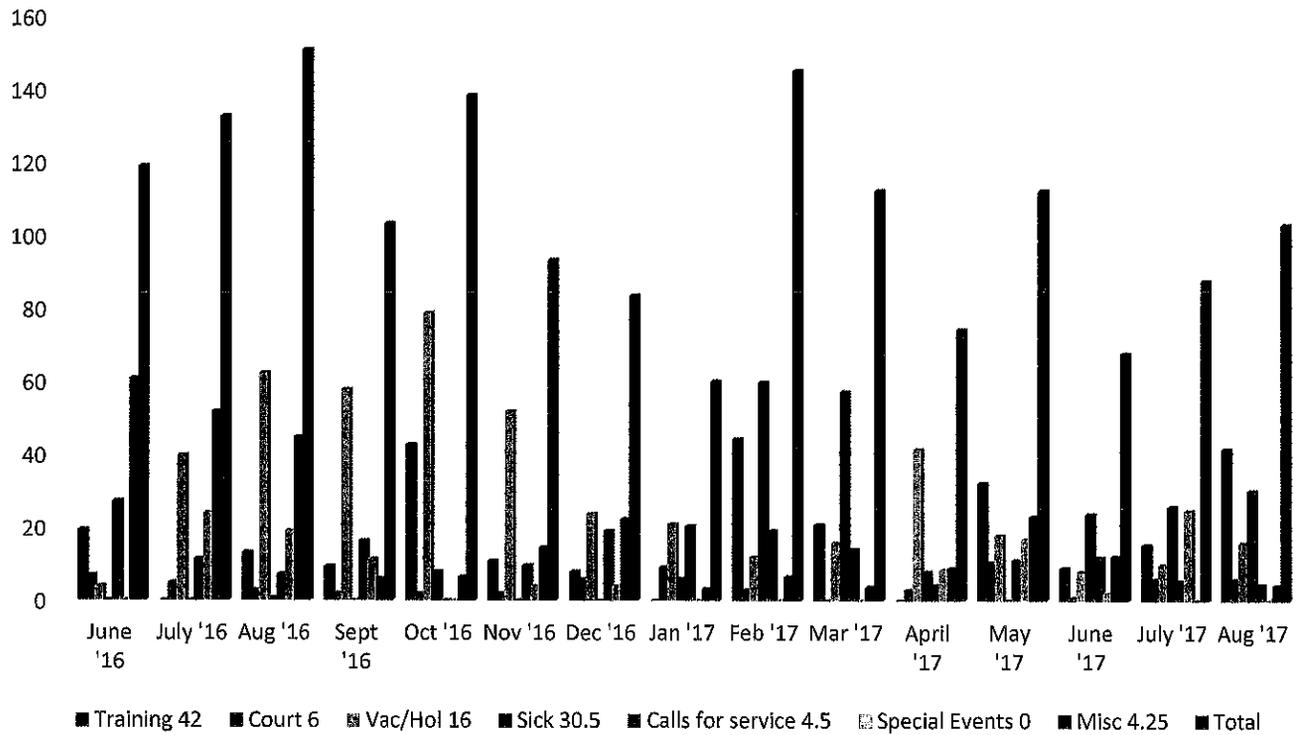
August Citation Totals

Insurance, Registration Citations	60
Speeding Citations	12
Alcohol/Drugs Citations	2
Moving Citations	33
Non-Moving Citations	15
Municipal Citations	7
Parking Citations	51
Total Citations Issued:	180

August 2017 Citation Totals

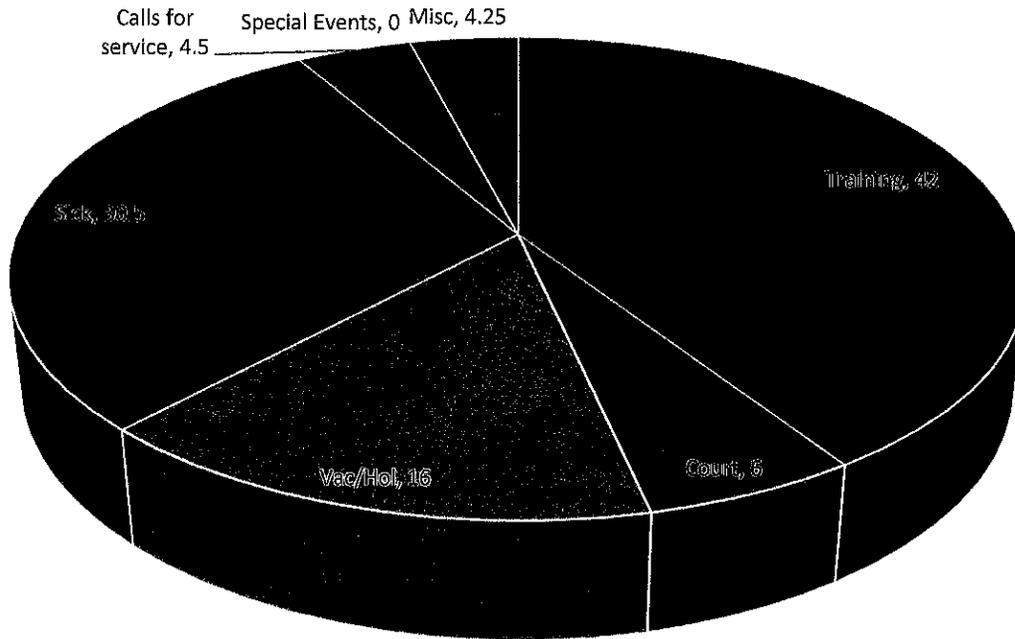


Overtime Totals



	Training	Court	Vac/Hol	Sick	Calls for service	Special Events	Misc	Total
June '16	19.5	7	4	0	27.5	0	61	119
July '16	0	5	40	0	11.5	24.25	52	132.75
Aug '16	13.25	3	62.5	0.75	7.25	19.25	45	151
Sept '16	9.5	2	58	0	16.5	11.5	6	103.5
Oct '16	43	2	79	8	0	0	6.5	138.5
Nov '16	11	2	52	0	9.75	4	14.75	93.5
Dec '16	8	6	24	0	19.25	4	22.5	83.75
Jan '17	0	9.25	21.25	6	20.5	0	3.25	60.25
Feb '17	44.5	3	12	60	19.25	0	6.5	145.25
Mar '17	21	0	16	57.5	14.25	0	3.75	112.5
April '17	0	3	41.75	8	4.25	8.5	9	74.5
May '17	32.5	10.5	18	0	11.25	17	23.25	112.5
June '17	9	0.75	8	24	12	2	12.25	68
July '17	15.5	6	10	26	5.5	25	0	88
Aug '17	42	6	16	30.5	4.5	0	4.5	103.25

August 2017 OT Breakdown



Municipal Court

Docket: August 10, 2017

Total: 303 adult cases /1 juvenile

Appearances: 37 Persons

- 28 Adjournment
- 184 Initial appearance
- 86 Indecency hearing
- 0 Motions
- 4 Pre-Trial
- 2 Sentencing hearing
- 1 Trial

Citation List for 8-10-17 court date:

- Total due \$22,010
- Total paid \$1,620
- Balance due \$20,390

Monthly financial total \$8,894

AMOUNT RETAINED BY MUNICIPALITY: \$5,871

- Above includes \$0 received through the WI State Income Tax Refund Intercept program (TRIP).

Parking ticket payments received in August: \$1,580

To: President Tiarks
Village Board of Trustees
From: Kayla Chadwick, Village Administrator
Date: September 13, 2017
Re: August Administration/Finance Report



**VILLAGE OF
BUTLER**
EST 1913

Administrator

- Attended 13 meetings on behalf of the Village.
- Prepared for 1 Village Board Meeting, 1 Building Board, and 1 Finance Committee Meeting.
- Attended monthly Chamber Board of Directors Meeting
- Met with MCTS regarding a Butler Bus Route
- Met with various Trustees on Village Business
- Participated in Economic Development Workgroup
- Participated in UW-Whitewater Continuing Education Curriculum Advisory Group
- Conducted Union Negotiations

Clerk

- Attended the WMCA Conference on August 22-25, 2017 at the Kalahari Resort & Conference Center, Wisconsin Dells, WI
- Softball on Monday and Thursday nights is finished. Ordered T-Shirts and Trophies for winning teams
- Filed and distributed permits to businesses/residents.
- Prepared and distributed agenda, packets/minutes for all public meetings.

Treasurer

- Completed payroll and accounts payable activities.
- Reconciled bank statements.
- Prepared journal entries.
- Assisted in 2018 Budget Preparations.

Building

- Issued 20 Permits
 - 1 Sign
 - 2 HVAC Permit
 - 10 Electrical
 - 3 Plumbing
 - 4 Building
 - 0 Zoning
 - 0 Occupancy
 - 0 Fire System
 - 0 Plan Review
- Issued permits resulted in \$2,140.60 of revenue.

RESOLUTION 17-11

**RESOLUTION ESTABLISHING ELIGIBILITY FOR
EXEMPTION FROM THE COUNTY LIBRARY LEVY**

WHEREAS, the Village of Butler is a member of the Bridges Library System; and

WHEREAS, the Bridges Library System required a minimum level of expenditures from revenue made available from the Village of Butler sources; and

WHEREAS, the level of expenditures established for the Year 2018 library purposes is \$0.279885 per \$1,000 of Equalized Value;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Butler does hereby authorize the expenditure for library purposes an amount not less than \$0.279885 per \$1,000 of Equalized Value to be made from local revenue sources.

PASSED by the Village Board of the Village of Butler this 19th day of September, 2017.

THE VILLAGE OF BUTLER

By: _____
Patricia Tiarks, President

ATTEST:

Kayla J. Chadwick, Administrator/Clerk

WAUKESHA COUNTY
DATA PROCESSING SERVICES
PROPERTY TAX ASSESSMENT AND BILLING

This Agreement is entered into this ___ day of _____, 20___, by and between Waukesha County, a municipal corporation, hereinafter referred to as the County, located at 515 W. Moreland Blvd., Waukesha, WI 53188 and _____, hereinafter referred to as the Municipality. The authority for this agreement is that contained in the Wisconsin Statutes Section 66.0301, which permits intergovernmental cooperation for public purposes.

By this agreement, the County proposes to provide data processing services and access to some functionality and data within the Property Tax Application (PTA) Tax Software System, to assist the Municipal Assessors, Clerks and Treasurers (hereinafter collectively referred to as "Municipality") in the preparation of notices of assessment, assessment rolls and tax bills.

1. The County proposes to provide the following services, electronic reports and forms to Municipality as part of the Tax Listing Services provided to municipality at no charge:
 - A. Maintenance of an Assessment tax file database.
 - B. Maintain special districts' codes.
 - C. Electronic Assessment Rolls.
 - D. Statement of Assessment Summary filed with DOR
 - E. Make and keep accurate lists and descriptions of all real property parcels in the county which are subject to tax and also those which are exempt from such tax.
 - F. Provide various reports, maps and descriptions of Real Property Tax parcels in the County for the Assessors, upon request.
 - G. Supply electronic versions of State of Wisconsin Prescribed Forms of assessment, to the Assessors and Clerks of cities, towns and villages within the County, as needed in the discharge of their duties.
 - H. Provide assessors with electronic copies of all new pertinent platted information for the municipality the assessor is working with.
 - I. Provide the necessary research for determination of status of ownership of all real property parcels within Waukesha County, as needed to clarify the property tax roll.
 - J. Availability to obtain the following reports and lists from the County:
 - a) Assessment roll cross reference lists by name or address
 - b) Property Assessment Roll
 - c) Reports for property specific data maintained in the PTA Property Assessment / Tax System.
 - K. The County will provide forms and/or PTA Access for the Municipality to utilize for calculation and preparation of the property tax bills:
 1. Delinquent personal property worksheet (PTA Access)
 2. Billing parameter worksheet (PTA Access)
 3. Special assessment worksheet
 4. Tax Rate Worksheet (PTA Access)
 5. Special Assessment Charges applied to Special Purpose Districts (PTA Access)
 6. Posting of special assessments to be placed on the tax bill
 7. Edits and lists of special assessments as entered
 8. Tax rates to be used for tax billing entered on the computer
 9. List of the tax rates used

- L. The County will provide these services and/or electronic reports:
1. Calculating of tax bills, as well as calculation audit listing
 2. Preliminary tax roll or one line roll report
 3. Posted tax roll
 4. Identify and coordinate a private vendor to print and process tax bills. Said vendor may also offer envelope supplies and printing, mailing and postage services. Any costs incurred for the printing of inserts, exclusive of the tax bills, envelopes, postage and mailing or delivery of tax bills will be the sole responsibility of Municipality. NOTE: Should Municipality choose to contract independently with an alternate vendor for tax bill printing, County will provide Municipality with a PDF file containing the calculated and formatted tax bills. Municipality and its vendor shall be responsible for ensuring that all forms and tax information provided by County shall be used only for authorized purposes.
- M. The County will also provide other related services, for an additional charge beyond this contract amount, with the mutual consent of both the County and the Municipality.

1. The Municipal Clerk shall transmit to the County any special assessments, special charges, and delinquent utility charges for entry on the current tax roll at the earliest possible date. The County will supply specific instructions for transmittal.
2. Municipal Clerks shall transmit to the County, upon adjournment of the local budget hearing and receipt of State Aid amounts, the information for setting tax rates. The County will provide the worksheets and instructions.
3. As soon as possible, the local Assessor shall bring the preliminary, open book and Board of Review Assessment values to the County, at each of these 3 stages of the Property Assessment Valuation process. Said assessment values are to be transmitted electronically.
4. If the municipality chooses not to use the Property Assessment Roll generated from the PTA Tax System as the 'Official Roll' for the Open Book/Board of Review procedures, the municipality agrees to accept responsibility for balancing the property specific data (acres, property class code, assessed valuations and taxing jurisdictions) at the tax key level. The numbers in the PTA Tax System will represent the tax base amounts used for the preparation and calculation of the individual tax bills.
5. The municipality will use the 2018 (and future years in the event this contract is extended) Property Assessment Roll generated by the County as the Official Roll present during the Board of Review.
6. The Municipality acknowledges that failure to comply with these limits and other reasonable time limits established by the County may result in delayed availability of the information to be provided by this agreement. In view of this fact, the Municipality will indemnify and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may occur due to the County's inability to comply with the agreement due to the fault of the Municipality or the Municipality's officers, agents or employees.

7. The municipality agrees to abide by the terms and conditions of the Memorandum of Understanding and Policies for Municipalities Accessing the PTA (Tax) System dated October 5, 2011. As part of the acceptance of the above-referenced Memorandum of Understanding, the municipal agent(s) provided with an ID granting access to the County System is/are accepting responsibility for adherence to the Technology Use Policy incorporated by reference.
8. The term of this agreement shall be for two (2) years commencing January 1, 2018, and expiring on December 31, 2019 and therefore data processing services shall be provided for taxes of 2018 and 2019 due in the subsequent year. The Municipality will be invoiced once per quarter. The terms will be net 30 days.
9. The following rates will be charged for these services:

<u>Per Parcel</u>	<u>2018 Rates</u>	<u>2019 Rates</u>
Taxes	\$1.58	\$1.60

10. Each party shall have the right to terminate this agreement effective at the end of the term upon the giving of twelve (12) months notice prior to the expiration of the term.
11. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter thereof.

Waukesha County

By:

 Lawrence Dahl
 Waukesha County Department of Administration
 Accounting Manager

MUNICIPALITY: _____

By:

AGREEMENT BETWEEN
THE VILLAGE OF BUTLER
AND
THE LABOR ASSOCIATION OF WISCONSIN, INC.
FOR AND ON BEHALF OF THE
VILLAGE OF BUTLER PROFESSIONAL
POLICE ASSOCIATION
LOCAL No. 312

JANUARY 1, 20185- DECEMBER 31, 202017

ORIGINAL - AUGUST 18, 2017 NOVEMBER 18TH, 2014
REOPENER DATE - SEPTEMBER 1, 202017

TABLE OF CONTENTS

Agreement.....	1
Article 1 - Management Rights.....	1
Article 2 - Recognition.....	1
Article 3 - Existing Practices	2
Article 4 - Fair Share / Dues Deductions	2
Article 5 - Grievance Procedure.....	4
Article 6 - Seniority.....	5
Article 7 - Employee Compensation.....	6
Article 8 - Vacation Schedule.....	7
Article 9 - Work Week / Workday	8
Article 10 - Pay Period.....	9
Article 11 - Call-In and Overtime	9
Article 12 - Holidays.....	10
Article 13 - Funeral Leave	12
Article 14 - Sick Leave	12
Article 15 - Jury Duty	14
Article 16 - Uniform Allowance.....	14
Article 17 - Insurance.....	15
Article 18 - Wisconsin Retirement System.....	16
Article 19 - Workers Compensation	16
Article 20 - College Credits	17
Article 21 - Use of Squad.....	18
Article 22 - Longevity.....	18
Article 23 - Shift Changes.....	18
Article 24 - Leaves of Absence.....	19
Article 25 - No Strike	19
Article 26 - Duration.....	19
Signature Page.....	20
Addendum A.....	21
Letter of Agreement #1	22
Letter of Agreement #2.....	23

1 **AGREEMENT**

2 THIS AGREEMENT, made and entered into at the Village of Butler, Wisconsin, by and
3 between the Village of Butler, a municipal corporation, as municipal employer, and representatives
4 of certain employees who are employed by the Village of Butler in the Police Department.

5 It is the intent that the following agreement shall be an implementation of Section 111.70 of
6 the Wisconsin Statutes, consistent with that legislative authority which devolves upon the Village of
7 Butler, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by
8 the Butler Village Board.

9 Both of the parties to this agreement are desirous of improving employee efficiency and
10 quality of service to the Village and to the public. Both parties are desirous of reaching a mutual
11 understanding with respect to the employer/employee relationship which exists between them; and
12 both parties are desirous of entering into an agreement covering rates of pay, hours of work, and
13 conditions of employment.

14
15 **ARTICLE 1 - MANAGEMENT RIGHTS**

16 **SECTION 1.01:** Except as otherwise specifically provided herein, the management of the
17 Village of Butler and the direction of the work force, including but not limited to, the right to hire,
18 the right to promote, suspend, discipline and discharge for just cause, the right to decide job
19 qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish and/or
20 create positions, the right to introduce new or improved operational methods, training and evaluation
21 techniques, equipment or facilities, the right to make reasonable rules and regulations governing day
22 to day operations, conduct and safety, and the right to determine schedules of work, shall be vested
23 in management. Management, in exercising these functions, will not discriminate against any
24 employee because of his/her representation by any Union, if so represented.

25
26 **ARTICLE 2 - RECOGNITION**

27 **SECTION 2.01:** The municipal employer recognizes the Labor Association of Wisconsin,
28 Inc. as the exclusive bargaining representative of all employees of the Police Department, except the
29 Chief of Police, Lieutenants, Police clerical and meter persons, who have chosen the Union to

1 represent them for the purpose of negotiating in relation to wages, hours, and conditions of
2 employment.

3

4

ARTICLE 3 - EXISTING PRACTICES

5 **SECTION 3.01:** When-interpreting the provisions of this Agreement dealing with
6 wages, hours and conditions of employment, nothing shall be construed as an existing practice unless
7 it meets each of the following tests:

8

[a] Long continued

9

[b] Certain and uniform

10

[c] Consistently followed

11

[d] Generally known by the parties hereto

12

[e] Must not be in opposition to the terms and conditions of this contract.

13

14

ARTICLE 4 - FAIR SHARE / DUES DEDUCTIONS

15 **SECTION 4.01:** Membership in the Association is not compulsory. An employee may
16 join the Association and maintain membership therein consistent with its constitution and by-laws.
17 No employee will be denied membership because of race, color, creed, sex or age. This Article is
18 subject to the duty of the Wisconsin Employment Relations Commission to suspend the application
19 of this Article wherever the Commission finds that the Association has denied an employee
20 membership because of race, color, creed, sex or age.

21

22

23

24

25

SECTION 4.02: The Association will represent all of the employees in the bargaining
unit, members and non-members, fairly and equally and therefore all employees shall pay their
proportionate share of the costs of the collective bargaining process and contract administration by
paying an amount to the Association equivalent to the uniform dues required of members of the
Association.

26

27

28

29

SECTION 4.03: The Employer agrees that on the first paycheck of every month it will
deduct from the earnings of all employees in the collective bargaining unit covered by this
Agreement, the amount of money certified by the Association as being the monthly dues uniformly
required of all employees. Changes in the amount of dues to be deducted shall be certified by the

1 Association thirty (30) days before the effective date of the change. Deductions shall be made each
2 month, and the total of such deductions shall be paid to the Association.

3 **SECTION 4.04:** The Employer shall not be liable to the Association, employees or any
4 party by reason of the requirements of this Article for the remittance or payment of any sum other
5 than that constituting actual deductions from employees' wages earned.

6 **SECTION 4.05:** The collective bargaining representative shall indemnify and save the
7 Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of
8 liability against the Employer that arise out of the Employer's compliance with this Fair Share
9 agreement.

10 **SECTION 4.06:** The Association agrees to certify to the Employer only such Fair Share
11 costs as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employ-
12 ment Relations Commission and/or courts of competent jurisdiction in this regard. The Association
13 agrees to inform the Employer of any change in the amount of such Fair Share costs thirty (30) days
14 before the effective date of the change. The Association shall provide employees who are not
15 members of the Association with an internal mechanism within the Association which will allow
16 those employees to challenge the Fair Share amount certified by the Association as the cost of
17 representation and receive where appropriate a rebate of any monies determined to have been
18 improperly collected by the Association. As to new employees, a new employee shall start to pay his
19 or her fair share of the collective bargaining process at the end of his/her first 30 days of
20 employment.

21 **SECTION 4.07:** The Employer agrees to deduct monthly dues from the pay of employees
22 who individually sign voluntary checkoff authorization forms supplied by the Association which
23 shall include the following statement.

24 "I, the undersigned, hereby authorize my employer to deduct from my wages each and every
25 month, Association dues of \$ _____ and direct that such amount so deducted be sent to
26 the Treasurer of the local Association for and on my behalf. The authorization shall be
27 irrevocable and shall automatically renew itself for successive years unless I give 30 days
28 written notice to the employer and the Association of my desire to change the amount or
29 revoke the dues deduction."

1 The Employer agrees to deduct the appropriate amount from the first paycheck each month of
2 each employee requesting such deduction following receipt of the above enumerated statement and
3 shall remit the total of such deductions to the Association in one lump sum not later than the 20th of
4 each month with a list of names that the deductions have been deducted from.

5

6

ARTICLE 5 - GRIEVANCE PROCEDURE

7 **SECTION 5.01 - PURPOSE:** The purpose of this grievance procedure is to provide a
8 method for quick and binding final determination of every question of interpretation and application
9 of the provisions of this Agreement, thus preventing the protracted continuation of
10 misunderstandings which may arise from time to time concerning such questions.

11

SECTION 5.02 - DEFINITIONS:

12 (1) A grievance is defined to be an issue concerning the interpretation or application of
13 provisions of this Agreement.

14

15 (2) No grievance shall be processed under Step 1 of this Article unless the employee and/or the
16 Association filed a grievance within ten (10) working days from the day the grievance first
17 arose or that the employee should have known of such grievance.

18

19

SECTION 5.03 - PROCEDURE:

20 (1) The employee and/or his or her Association representative shall attempt to settle the issue
21 with his or her immediate supervisor.

22

23 (2) If a satisfactory settlement is not reached in Step 1, the employee/Association representative
24 shall reduce the grievance to writing fully stating the issue and details involved. Copies of
25 said grievance shall be provided to the Chief of Police, Association Representative and
26 Village Administrator. Upon receipt, the Chief will schedule a meeting with the Grievant
27 and Association Representative in order to discuss the merits of the grievance in an attempt
28 to settle the issue. Unless otherwise agreed to, the meeting shall be scheduled within ten (10)
29 working days of submission. The Chief of Police shall indicate the disposition in writing
30 within ten (10) working days after the meeting.

31

32 (3) The issue shall be considered settled in Step 2, unless the grievance is presented within ten
33 (10) working days in writing to the Public Safety Committee who shall hear the issue at their
34 earliest possible convenience, but not more than twenty (20) working days after the receipt of
35 the grievance. The Public Safety Committee shall render a written decision within five (5)
36 working days from the time the issue was heard.

37

- 1 (4) If a grievance is not satisfactorily settled in Step 3, either party may request that the matter be
2 submitted to arbitration. The parties shall within five (5) working days of the Step 3 answer,
3 attempt to mutually agree on an arbitrator. If no agreement is made, the parties shall request
4 the Wisconsin Employment Relations Commission to provide a list of five (5) names to
5 serve as arbitrator. Each party shall strike two names from the list. The order of selection
6 shall be determined by the flip of a coin. Said request shall be submitted within fifteen (15)
7 working days from the written decision of the Public Safety Committee. The arbitrator shall
8 make the decision on the grievance which shall be final and binding on both parties.
9
- 10 [a] The time limits mentioned above may be extended by mutual consent of the
11 parties involved.
12
- 13 [b] Costs: Each party shall bear its own costs except that costs of transcripts and
14 the arbitrator shall be borne equally.
15
- 16 [c] Working days shall be defined as Monday- Friday, excluding Saturday,
17 Sunday and holidays listed in Section 12.01.”
18

19 **ARTICLE 6 - SENIORITY**

20 **SECTION 6.01 - DEFINITION:**

- 21
- 22 [a] All newly hired employee's covered by this Agreement shall be probationary for the first
23 eighteen (18) months of their employment. During the probationary period, the employee
24 may be terminated at any time by the Chief of Police subject to the approval of the Village
25 Board and such action shall not be subject to the grievance procedure.
26
- 27 [b] Seniority shall mean the status attained by length of continuous service following the
28 successful completion of the probationary period.
29

30 **SECTION 6.02 - APPLICATION OF SENIORITY:**

- 31
- 32 [a] Seniority shall apply to vacations, holidays, layoffs, recall from layoff and shift preference.
33 Not later than the first week in December each year officers may select their shift preference,
34 off group, and vacation on a seniority basis for the upcoming year. Once a shift is chosen
35 for the upcoming year, no shift changes will be allowed, except in cases of emergency and/or
36 an opening on a shift. In the event of a shift opening, the most senior employee requesting
37 the open shift shall be assigned. In the event no employee bids for the open shift, the Chief
38 of Police will assign that shift to the least senior employee.
39
- 40 [b] Seniority shall not apply to promotions. Promotions will be determined per Police
41 Department policies and procedures.
42
- 43 [c] Seniority shall be applied and maintained within the Police Department.
44

1 **SECTION 6.03 - LOSS OF SENIORITY:** Employees shall lose their seniority for any of

2 the following reasons:

- 3 [a] Discharge.
4
5 [b] Resignation.
6
7 [c] Absent for one (1) consecutive scheduled workdays without notifying the Village of the
8 reason for absence, and who has no legitimate reason for being absent from work shall be
9 considered as having resigned.
10
11 [d] Un-excused failure to return to work after the expiration of a vacation period or leave of
12 absence.
13
14 [e] Retirement.
15
16 [f] Employee's who leave the bargaining unit shall lose those seniority rights afforded members
17 covered by this Agreement. The Association and the Employer shall agree on circumstances
18 under which persons who leave the bargaining unit covered by this Agreement, but remain in
19 the employ of the Employer in some other capacity, may retain seniority rights upon their
20 return to the Association. In the absence of such an express agreement the employee(s) shall
21 lose all their seniority rights afforded Association members.
22

23 **ARTICLE 7 - EMPLOYEE COMPENSATION**

24 **SECTION 7.01:** Effective on January 1, 2015 the following monthly salaries are hereby
25 established for officers:
26
27

Wage Step	1-1-2015 (1.0%)	1-1-2016 (1.5%)	7-1-2016 (1.0%)	1-1-2017 (1.5%)	7-1-2017 (1.0%)
Starting	\$4,127.53	\$4,189.44	\$4,231.33	\$4,294.80	\$4,337.75
After 12 months	\$4,322.39	\$4,398.39	\$4,442.37	\$4,509.01	\$4,554.10
After 18 months	\$4,745.11	\$4,816.29	\$4,864.45	\$4,937.42	\$4,986.79
After 2 nd year	\$5,096.00	\$5,172.44	\$5,224.16	\$5,302.52	\$5,355.55
After 3 rd year	\$5,218.57	\$5,296.85	\$5,349.82	\$5,430.07	\$5,484.37
After 4 th year	\$5,544.70	\$5,627.87	\$5,684.15	\$5,769.41	\$5,827.10

Wage Step	1-1-18 (3.0%)	1-1-19 (2.5%)	1-1-20 (2.5%)
Starting	\$4,467.88	\$4,579.58	\$4,694.07
After 12 months	\$4,690.72	\$4,807.99	\$4,928.19
After 18 months	\$5,136.39	\$5,264.80	\$5,396.42
After 2 nd year	\$5,516.22	\$5,654.13	\$5,795.48
After 3 rd year	\$5,648.90	\$5,790.12	\$5,934.87
After 4 th year	\$6,001.91	\$6,151.96	\$6,305.76

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

OFFICER IN CHARGE: The Chief of Police may designate an Officer in Charge at his discretion. The Officer in Charge shall receive an additional \$24.00 per day computed on a 24 hour day basis for serving in this capacity.

SECTION 7.02 - MILEAGE & MEALS REIMBURSEMENT:

- [a] Employee's shall be reimbursed at the current I.R.S. rate, plus parking fees, for the use of a private vehicle when such is directed and/or authorized by the Chief of Police, or his designee.
- [b] Employee's required to be away from the Village with the authorization of the Chief of Police, or his designee, shall be reimbursed for the reasonable cost of their meals when in connection with authorized training, court and other pre-approved instances where the employee is away from the Village. Breakfast and dinner costs shall only be authorized if the employee is away overnight or with the prior approval of the Chief of Police, or his designee.

SECTION 7.03: Employees pay will be deposited electronically into an account at a financial institution designated by the employee:

SECTION 7.04: Employees shall receive, based on their regularly scheduled, shift differential of \$0.25 per hour worked on second shift and \$0.36 per hour worked on third shift.

SECTION 7.05: Field Training Officers (FTO) shall receive \$1.00 per hour for hours served as FTO.

ARTICLE 8 - VACATION SCHEDULE

1 **SECTION 8.01:** For all employees hired as a full-time officer after January 1, 2002 the
2 following vacation schedule shall apply. Vacations shall be granted to employees based on
3 continuous years of service. Each day of vacation shall be equal to ten (10) hours. The vacation
4 period shall be January 1st through December 31st. Employees will qualify for five (5) days of
5 vacation after six consecutive months of full time employment and an additional five (5) days after
6 12 months of full-time employment. Thereafter, an employee will qualify for vacation time as
7 follows:

8	The year following one (1) year (12 continuous months)	10 days
9	The year following five (5) consecutive years	15 days
10	The year following ten (10) consecutive years	20 days
11	The year following fifteen (15) consecutive years	22 days
12	The year following twenty (20) consecutive years	25 days
13	<u>The year following twenty five (25) consecutive years</u>	<u>27 days</u>

14
15 For all other full-time officers vacations shall be granted to employees based upon the
16 anniversary date of their continuous employment as follows:

17	One year of employment.....	10 days vacation
18	Five years of employment.....	15 days vacation
19	Ten years of employment.....	20 days vacation
20	Fifteen years of employment.....	22 days vacation
21	Twenty years of employment.....	25 days vacation
22	<u>Twenty five years of employment...</u>	<u>27 days vacation</u>

23 **SECTION 8.02:** The employer will post vacation schedules as determined by the Chief
24 of Police.

25 **SECTION 8.03:** Vacation selection shall be on a seniority basis with the most senior
26 employee having first choice. However, once a vacation day has been requested and approved, no
27 other officer, including no senior officer may force a change in the selected date. If the shift remains
28 open, the Chief shall assign an officer to fill the shift. Each employee will be allowed to take one (1)
29 week's vacation one (1) day at a time. Approval shall be granted to an employee to take a single day
30 vacation if that vacation day does not interfere with the minimum manpower needs of the department
31 on that day. No overtime shall be allowed to cover single days picked. Vacations taken in blocks of
32 one (1) week or more have priority over single vacation days regardless of seniority.

33 **SECTION 8.04:** Vacation pay shall be computed on a regularly scheduled work day.

1 **SECTION 8.05:** Vacation allowance will be taken between January 1st and December
2 31st of each year. In the event vacation days remain unused because of manpower shortages,
3 emergency, or other unforeseen circumstances, the employee shall be permitted to carryover four (4)
4 unused vacation days to a subsequent year, with the permission of the Police Chief and Village
5 Administrator. Those four (4) unused days shall be used within ninety (90) calendar days of January
6 1 of the given year. Employees may only select these days after the normal selection process for the
7 upcoming year has taken place for all other employees.

8 **SECTION 8.06:** When an authorized holiday falls within an employee's paid vacation
9 period, the employee shall be granted another day off in lieu of such holiday. Such day off shall not
10 necessarily be continuous with the vacation period; however, the wishes of the employee will be
11 considered if arrangements with the Chief of Police are made prior to the start of vacation.

12
13 **ARTICLE 9 - WORK WEEK / WORKDAY**

14 **SECTION 9.01:** The normal workday shall consist of ten (10) hours on duty and fourteen
15 (14) hours off duty. The normal workweek shall consist of four (4) working days on duty
16 followed by two (2) working days off, followed by four (4) working days on duty, followed by
17 four (4) working days off, for a total of 2080 hours worked per year.

18 Time worked in excess of ten (10) hours per day shall be compensated at one-and-one-half
19 (1-1/2) times the normal rate of pay based on 2080 hours work per year.

20 **SECTION 9.02 - HOURS:** A schedule of hours for each employee will be prepared by the
21 Chief of Police. This schedule shall be a matter of record. The schedule may be modified or
22 adjusted at the discretion of the Chief of Police to meet the needs of the Police Department. All time
23 paid for shall be counted as hours worked.

24
25 **ARTICLE 10 - PAY PERIOD**

26 **SECTION 10.01:** Employees shall be paid every other Friday of each month, not later
27 than 12:00 A.M. of that day.

28 **SECTION 10.02:** If payday falls on a holiday, the day preceding shall be payday.
29

1 **ARTICLE 11 - CALL-IN AND OVERTIME**

2 **SECTION 11.01 - OVERTIME:** Overtime shall be paid at the rate of time-and-one-half
3 (1-1/2) for all work performed in accordance with the provisions in Article 9. Overtime, when
4 available, will be offered on a rotating basis to Association members beginning with the employee
5 with the most seniority.

6 **SECTION 11.02 - CALL-IN OVERTIME:** Any time an officer is called in to work outside
7 of his/her normally scheduled shift, said employee will receive a minimum of two (2) hours pay at
8 time and one-half (1/2) times the normal hourly rate provided, however, that such call-in is not
9 immediately before or after his/her regularly scheduled shift. Employees who are called in may be
10 required to work the full (2) hours for which they are being paid, at the discretion of the Chief or his
11 designee.

12 **SECTION 11.03 - TRAINING TIME:**

13 Employees scheduled for ~~single days~~ training on their scheduled off day shall receive pay at
14 the rate of time and one-half (1-1/2) for all such hours worked. Employees shall be paid at
15 straight time or straight time compensatory time for training time which is requested by the
16 employee during off days.

17 **SECTION 11.04 - COURT TIME:**

18 [a] Employees scheduled for court outside their normally scheduled shift shall receive a
19 minimum of two (2) hours pay at the rate of time and one-half (1-1/2).

20
21 [b] In the event a scheduled circuit court proceeding is canceled with less than twelve (12) hours
22 notice, the officer shall receive two (2) hours pay at his/her straight time hourly rate. In the
23 event a scheduled municipal court proceeding is canceled with less than four (4) hours
24 notice, the officer shall receive two (2) hours pay at his/her straight time hourly rate.

25 **SECTION 11.05 - COMPENSATORY TIME:**

26 [a] Employees shall have the option of taking compensatory time off in lieu of overtime pay.
27 Such compensatory time shall be one and one-half (1-1/2) hours for each overtime hour
28 worked. Such time off shall be taken with the approval of the Chief of Police or his
29 designated representative. No compensatory time-off shall be approved if it would require

1 another employee to work overtime. An individual officer may not accumulate more than
2 eighty-two and one-half (82-1/2) hours of compensatory time at any given time.

3 [b] In the event an employee is unable to use his/her accumulated compensatory time off in the
4 calendar year due to scheduling conflicts, emergencies, or other unforeseen circumstances,
5 the balance in an employee's account shall be paid to the employee at the end of the year,
6 except that a maximum of twenty-four and three-quarter (24-3/4) hours may be carried over
7 to the subsequent year at the discretion of the officer. The compensatory time carried over
8 would have to be used before additional earned compensatory time could be used in the
9 subsequent year. (i.e.: Officers who carry over compensatory time could still accumulate
10 additional compensatory time in the carry over year, however; they would be required to use
11 that portion carried over first.)

12 [c] Officers shall be allowed to cash in their accumulated compensatory time-off on a quarterly
13 basis with written notice one (1) week prior to the end of the quarter and such requested
14 payment shall be paid to the officer on the next payday. Fourth quarter payments shall be
15 paid to the employee on the first payday in December.

16
17 **ARTICLE 12 - HOLIDAYS**

18 **SECTION 12.01:** All employees shall be granted ten-and-one-half (10-1/2) paid holidays
19 each year. Each holiday shall be equal to ten (10) hours. The following shall be paid holidays for all
20 employees :

21 New Year's Day Memorial Day Independence Day Labor Day
22 Thanksgiving Day Christmas Eve (1/2 day) Christmas Day

23 **SECTION 12.02:** An employee scheduled to work on a holiday shall receive regular pay.

24 **SECTION 12.03:** If an employee's regular shift day requires him/her to work on any
25 holiday, schedules in the Department shall be so arranged as to provide a day off in lieu of such
26 holiday with a five (5) day notice given to the Chief of Police of the day selected. Such day off shall
27 be approved by the Chief of Police. Employees shall be required to submit requests for unused
28 holiday time-off not later than October 1st.

1 Employee's shall have the option of taking an additional day off, or be paid, for the following
2 listed holidays under the provisions of this section:

3 Memorial Day, Labor Day, Thanksgiving Day and Christmas Day

4 **SECTION 12.04:** Failure to report for work on the day preceding and the day following a
5 holiday will make the employee ineligible for holiday pay unless his absence is approved by the
6 Chief of Police and Village Administrator.

7 **SECTION 12.05:** In addition to the listed holidays and subject to all of the conditions
8 contained in this agreement, an employee shall be entitled to one additional holiday per quarter of
9 each year. An employee is not allowed to use this additional holiday until it is earned. For the
10 purpose of this Section, earned is defined as being actively employed for a three (3) consecutive
11 month period that corresponds to a quarter of the calendar year. In the event an individual begins
12 work before the first month a quarter ends, they will be entitled to the full Ten (10) hours, if
13 employment begins during the second month of a quarter, the employee is entitled to five (5) hours
14 and if employment begins during the third month of the quarter, no floating holiday is earned for that
15 quarter. The Floating Holiday earned for employment in the fourth quarter of the calendar year may
16 be used anytime during that quarter. However, if the employee leaves employment with the Village
17 before the final quarter is completed, the fourth quarter Floating Holiday will be subtracted from any
18 final payment to the employee in accordance with the way in which the holiday is earned: If the
19 holiday has been used and the employee leaves employment during the first month of the last quarter,
20 the full ten (10) hours will be deducted from any payout, if employment ends during the second
21 month, five (5) hours will be deducted and if employment ends during the third month, the holiday
22 will be considered earned and no deduction made.

23 **SECTION 12.06:** The day selected as additional holiday shall be approved by the Chief
24 of Police.

25 **SECTION 12.07:** Holidays shall be granted on a first-come, first-served basis. If two
26 employees submit a holiday request at the same time for an identical date the employee with
27 seniority shall have preference.

1 **SECTION 12.08:** A date, once selected by an employee and approved, may not thereafter
2 be selected by another employee and may not then be changed, except by mutual agreement of the
3 parties concerned, under the condition that no overtime is created by the change.

4 **SECTION 12.09:** Employees shall be entitled to select up to four (4) of their accrued
5 holidays, as defined in Section 12.01, to be taken as day(s) off, even if requesting such holiday will
6 incur overtime being paid by the employer. The employees may select the four (4) holidays to be
7 used as single days, in block(s), or any combination of single days and/or blocks of days.

8
9

ARTICLE 13 - FUNERAL LEAVE

10 **SECTION 13.01:** Employees shall be entitled to have up to three (3) scheduled work days
11 off with pay for the funeral of a member of the immediate family, including spouse, child, step-child
12 -brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, parents, grandparents, and
13 grandparents of spouse. Each funeral leave day shall be equal to ten (10) hours.

14
15

ARTICLE 14 - SICK LEAVE

16 **SECTION 14.01:** Employees shall earn one (1) day sick leave for each month of
17 employment to a maximum accumulation of one-hundred ~~fifty~~thirty-five (150) days. Employees
18 hired on or after January 1, 2015 shall be allowed to accumulate one-hundred (100) days. Each sick
19 leave day shall be equal to ten (10) hours.

20 **SECTION 14.02:** An employee shall substantiate the use of sick leave to the Chief of
21 Police within forty-eight (48) hours of a written request. At a minimum, substantiation should be an
22 explanation of the nature of the illness, or an explanation as to why the employee is unable to
23 perform his/her duties. A medical certificate from a physician may be required to justify the
24 granting of sick leave in excess of two (2) days.

25 **SECTION 14.03 - TERMINATION BENEFIT DAYS:** Termination benefit days are
26 payable to the individual employee upon his/her retirement or to his/her estate upon the employee's
27 death. Each benefit day shall be equal to ten (10) hours. Retirement from the Village of Butler is
28 defined as an employee providing documentation that he/she is both eligible for and has applied for a
29 benefit from Social Security or the Wisconsin Retirement System. Termination benefit days are

1 designed to be an incentive for the employee to maintain a good record regarding the use of sick
 2 days. Termination benefit days are also means to collect pay if he/she suffers a major illness in the
 3 last year or two of employment. Termination benefit days are designed to work as follows. An
 4 officer shall work one (1) full calendar year to be eligible for termination benefit days. After he/she
 5 has completed one (1) full calendar year the number of sick days which he has used during that
 6 calendar year will be the determining factor in calculating the number of termination benefit days
 7 he/she has accrued. This computation will take place on or immediately after January 1st of each
 8 year. The officer will be notified of the number of days he currently has in this termination sick day
 9 bank. The maximum accumulation is one hundred fifty (150) days. The termination days will be
 10 paid out, in cash, upon retirement or death of the employee in a single check, not more than thirty
 11 (30) days after his last paycheck as an employee for the Village, or, the employee may request that
 12 the employer retain the money and utilize it to pay the full cost of health insurance premiums for the
 13 ex-employee and his family including reimbursing the Village of Butler for any premium payments
 14 the current health insurance plan requires the Village to make for the ex-employee.

15 Employees first three (3) days of sick leave per calendar year shall not be penalized against
 16 their accrual of Termination Benefit days. The following schedule of accrual will apply:

17 SICK DAYS USED	TERMINATION BENEFIT
18 CALENDAR YEAR	DAYS ACCRUED
19 0	+6
20 1	+6
21 2	+6
22 3	+6
23 4	+5
24 5	+4
25 6	+3
26 7	+2
27 8	+1
28 9 or more	0

29 When four (4) or more sick days are used in one year there will be a reduction in the employees
 30 Termination Benefit Day accrual. The reduction will take place in reverse order of the accrual. That
 31 is if ten (10) sick days are used, 1 Termination Benefit Day will be deducted from the termination
 32 benefit day balance. If eleven (11) sick days are used, 2 Termination Benefit Days will be deducted,
 33 etc. A negative balance can be accumulated.

1 purchased must be approved by the Chief of Police, or his designee. The annual clothing allowance
2 shall be up to \$500.00 and paid out to employees by check or direct deposit on the first pay period of
3 each calendar year.

4 ~~The parties have agreed that up to fifty dollars (\$50.00) of the above uniform allowance may~~
5 ~~be utilized for the purchase of clothing items that would not normally be considered part of the~~
6 ~~required uniform.~~

7 **SECTION 16.03:** The allowance shall be used for Department approved purchases
8 uniforms or equipment or by submitting a written request and receiving approval from the Chief of
9 Police. ~~Bills and Receipts are shall be turned into the Chief of Police on a timely basis, subject to~~
10 ~~audit by the Village Finance Committee and approval by Village Board.~~

11

12

ARTICLE 17 - INSURANCE

13

14 **SECTION 17.01:** The Village shall maintain health insurance coverage for all
15 employees and their dependents, commencing on the first day of the month following a thirty (30)
16 day waiting period. Employees may select single or family coverage. The following premium
17 contributions shall be paid by employees with the balance of the premium to be paid by the Village.
18 Effective January 1st, 2014, employees shall contribute twelve percent (12.0%) toward the
19 premium.

20

21 **SECTION 17.02:** The Village shall supplement the health insurance plan in the area of
22 vision as follows: Contact lenses up to ~~Two~~ One Hundred Dollars (~~\$2100.00~~) per pair annually
23 with new or changed prescription. Use of this benefit exhausts the annual lens and frame
24 benefits. Lenses, including single vision, bifocal, trifocal, lenticular and rose tints 1 and 2 are
25 covered in full annually with a new or changed prescription. There is also an annual Two
26 ~~HundredSeventy~~ Dollar (~~\$20070.00~~) retail frame allowance. Any additional costs will be paid by
27 the employee.

28

29 **SECTION 17.03:** The Village will maintain a Dental Insurance Plan for all employees
30 and their dependents commencing on the first day of the month following a 30-day waiting period.
31 Such plan is to include preventive and direct and indirect fillings.

Commented [DW1]: Can be removed. Redundant language in 16.03

1 **SECTION 17.04:** All employee's who retire from the department, or become disabled,
2 under the Wisconsin Retirement System, may remain in the health insurance plan in effect at the
3 time of retirement, or disability, at the employee's expense until the employee is eligible for Social
4 Security benefits. Employees hired on or after January 1, 2015 shall be allowed to remain in the
5 health insurance plan until their termination benefits expire as outlined in Section 14.03.

6 **SECTION 17.05:** The Employer shall initiate a Section 125 Plan in accordance with the
7 Federal I.R.S. code, for employee health insurance payments made by payroll deduction, for those
8 employee's wishing to utilize such plan in paying their portion of the insurance premiums.
9

10 **ARTICLE 18 - WISCONSIN RETIREMENT SYSTEM**

11 **SECTION 18.01:** Effective, January 1st, 2015, employees shall make the full employee
12 contribution to the Wisconsin Retirement System, as determined by ETF on an annual basis.
13

14 **ARTICLE 19 - WORKERS COMPENSATION**

15 **SECTION 19.01:** All employees covered by this Agreement are entitled to Worker's
16 Compensation Insurance Coverage.

17 **SECTION 19.02:** Any full-time employee covered by this Agreement who incurs a work
18 related injury or contracts a contagious disease by virtue of employment shall receive his or her
19 normal net take home pay from the Village, less the amount of Worker's Compensation paid by the
20 Village and/or the Village's insurance carrier not to exceed one (1) year after the start of such
21 disability in any one case or accident. In no event will such supplemental pay and Worker's
22 Compensation benefit in total exceed the employee's normal net take home pay.
23

24 **ARTICLE 20 - COLLEGE CREDITS**

25 **SECTION 20.01:** Upon determination of the Village Board that an employee and the
26 Village would benefit from additional educational training of the employee, the Village will pay the
27 cost of tuition and books for the said educational training to a maximum of \$1,300. per year per
28 employee.

1 **ARTICLE 24 - LEAVES OF ABSENCE**

2 **SECTION 24.01:** An employee covered by this Agreement with at least one (1) year of
3 service, giving one (1) month prior notice, may at the discretion of the public safety committee and
4 Chief, be granted an unpaid leave of absence not to exceed thirty (30) calendar days, with an
5 extension of up to one (1) year at the discretion of the public safety committee and Chief, upon
6 presenting a written request to the Chief of Police. Leaves of absence for periods of time and
7 extensions of leaves of absences may be granted upon the approval of the public safety committee.

8 **SECTION 24.02:** In no case shall a leave of absence be granted for the purpose of
9 accepting employment with another employer. During the period of leave of absence, no benefits
10 shall accrue to the employee. Participation in the insurance groups will be permitted if the employee
11 pays the full cost of such participation.

12
13 **ARTICLE 25 - NO STRIKE**

14 **SECTION 25.01:** The employee agrees that nothing in the contract or any alleged breach
15 or violation thereof by the Village shall constitute a grant of the right to strike by any Municipal
16 employee and further agrees that it will not, during the life of this contract, assert said right either
17 directly or indirectly.

18
19 **ARTICLE 26 - DURATION**

20 This contract shall be in effect as of January 1, 2018~~5~~ and remain in full force and effect
21 through December 31, 2020~~17~~ provided however, all of the benefits and conditions listed herein
22 shall continue in force thereafter until a new Collective Bargaining Agreement takes effect. Either
23 party wishing to commence negotiations for a successor agreement in the last year of the contract
24 shall notify the other party in writing not later than September 1. Thereafter, the parties shall
25 establish a date to mutually exchange proposals.

26 Pursuant to a Resolution of the Village Board of the Village of Butler, Waukesha County,
27 Wisconsin, passed and approved and in effect on the ____th day of January, 2017~~5~~ this Agreement is
28 hereby executed.

1
2
3
4
5
6
7
8
9
10

Village of Butler

Butler Professional Police Association

Richard Ensslin Patricia Tiarks, Village President Joel Fus, Association President

Kayla Chadwick, Village Administrator Doug Nelson,
Labor Association of Wisconsin, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

**LETTER OF AGREEMENT #1
BETWEEN THE
VILLAGE OF BUTLER
AND THE
BUTLER PROFESSIONAL POLICE ASSOCIATION**

Pursuant to an agreement reached between the Village of Butler and the Butler Professional Police Association, the following provision shall be applicable as indicated below:

Upon being hired as police officers by the Village of Butler Police Department, the below named officers of the Butler Professional Police Association each had one (1) weeks wages held back. The Village agrees that when the below named police officers leave the employment of the Village of Butler, or retire, or die, they shall be paid for one week=s back wages.

This Letter of Agreement shall be attached to the current collective bargaining agreement between the Village of Butler and the Butler Professional Police Association and shall be self-renewing until all of the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

below named officers have left the employ of the Village of Butler, retired or died.

Police Officer Rick Napierala

In Witness Whereof, the parties hereto have executed this Letter of Agreement by duly authorized officers or agents on this _____ day of _____, 2015.

Village of Butler _____ **Butler Professional Police Association**

Village President _____ Association President

Village Administrator _____ Labor Association of Wisconsin

Commented [DW2]: Can be removed since Rick is retiring prior to the start of 2018.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

**LETTER OF AGREEMENT #2
BETWEEN THE
VILLAGE OF BUTLER
AND THE
BUTLER PROFESSIONAL POLICE ASSOCIATION**

This Side Letter of Agreement is entered into by and between the Village of Butler and the Butler Professional Police Association, Local 312 of the Labor Association of Wisconsin in settlement of Lateral Transfers within the Department. Both Parties agree to the modified Articles for these Employees from October 1, 2017 thru December 31, 2020. This Side Letter of Agreement shall be attached to the current collective bargaining agreement and shall be self-renewing unless either party wishes to withdraw from the agreement at its expiration date.

Employees who meet the requirements for Lateral Transfers based on the number of years of service with their most recent employer during the duration of this agreement shall be eligible for:

- 1. Article 7 - Employee Compensation
- 2. Article 8 - Vacation Schedule

All other Articles within the Contract shall be followed in accordance of the current Collective Bargaining Agreement.

Village of Butler

**Butler Professional Police
Association, Local 215**

Kayla Chadwick

Joel Fus

1 **David Wentlandt**
2

Doug Nelson