

AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
MADISON PROFESSIONAL
POLICE OFFICERS ASSOCIATION

FOR THE PERIOD
JANUARY 1, 2010 TO DECEMBER 31, 2012

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2010-2012 AGREEMENT

CITY OF MADISON AND
MADISON PROFESSIONAL POLICE OFFICERS ASSOCIATION (MPPOA)

PREAMBLE

THIS AGREEMENT, made and entered into at Madison, Wisconsin, by and between the City of Madison, a municipal corporation, as municipal employer, hereinafter referred to as "City", and the Madison Professional Police Officer's Association, as the representative of certain employees who are employed by the City of Madison in the Police Department, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, the Union and the City understand that building trust in the workplace is a joint responsibility of the parties. The Union and the City also recognize their common obligation to work together to solve our mutual problems, understanding that cooperation and collaboration between management, the Union, City officials and citizens results in the best services provided to the citizens of Madison. The City and the Union further recognize that without the expressed cooperation and commitment of front line employees, the quality of service suffers and that confrontation does not drive solutions that are in the best long-term interests of citizens, the City and City employees; and,

WHEREAS, in the interests of the public, the Union and the City, the parties agree to work together in joint labor-management committees to improve the delivery of services to the citizens, solve problems which may arise in the workplace and confer on other issues of concern to either party. The parties agree that open and regular communication between labor, management, City officials and citizens is an essential element in maintaining an atmosphere of trust in the department and continuing to provide the high quality of service for which the department is known and which our citizens expect. Further, the parties agree that they will communicate regularly on all issues of concern to either party, both through joint committees and any other avenues which may be established; and,

WHEREAS, both of the parties to this Contract are desirous of reaching an amicable understanding with respect to the employer employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment; and,

WHEREAS, the parties do hereby acknowledge that this Contract is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto; and,

WHEREAS, it is intended that the following contract, implemented pursuant to the provisions of Section 111.70 Wisconsin Statutes, shall be consistent with that legislative authority which devolves upon the Common Council of the City of Madison, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Police and Fire Commission and the Chief of Police, and compensation provided for under appropriate Municipal Budget Law of the Wisconsin Statutes; and,

WHEREAS, it is intended by the provisions of this Contract that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City government which is not expressly provided for respectively either by: State Statutes, Ordinances and Resolutions of the City of Madison except as expressly limited herein; and,

WHEREAS, it is intended by the parties hereto that the employer employee relationship which exists now and has heretofore existed by and between the City and the members of the Association, who are employed by the City, shall continue to be the same in the event this contract is terminated or by virtue of its terms becomes terminated.

ARTICLE I CONSIDERATION

- A. Consideration: The consideration for the execution of this binding Contract is the covenants mutually expressed herein and arrived at by the parties hereto.
- B. Agreement on Behalf of Association: The Association hereby and herewith covenants, agrees, and represents to City that Association is duly authorized and empowered to contract for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Contract as herein set forth. The parties agree that in conferences and negotiations, the Association will represent all employees in the bargaining unit.
- C. Agreement on Behalf of City: The City hereby and herewith covenants, agrees, and represents to Association that City, under the express limitations of this Contract, is duly authorized and empowered to contract for and on behalf of City and for itself represents that it will faithfully and diligently abide by and strictly be bound to all of the provisions of this Contract as herein set forth.
- D. Non-Discrimination: The City and the Union agree not to discriminate against any employee for any reason prohibited by applicable City, State and/or Federal laws. The City and the Union agree that any dispute related to the interpretation or application of the various statutes shall be resolved in accordance with the statutory dispute resolution procedures. Whenever a personal pronoun is referred to in this Agreement, the intent is to apply to either sex.
- E. No Verbal Statement: The following constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.
- F. Conflicting Ordinances and Resolutions: The terms and conditions of this Contract shall supersede ordinances and resolutions wherein there is a conflict with the terms of this Contract.
- G. Compliance with Terms: It is agreed that all expenditures or compensation to be paid employees in accordance with this Contract must first meet the requirements and procedures required by law under the provisions of the Wisconsin Statutes and the Madison General Ordinances.

H. Extra Territorial Police Duty:

1. Whenever members of the Association are required to perform police duties outside of the territorial limits of the City, the provisions of Wisconsin law shall apply.
2. Whenever the City contemplates a contractual agreement with a third party for police services utilizing members of the Association and such police services are not subject to the provisions of paragraph (I) above, the terms of any such agreement involving wages, hours of work and conditions of employment shall be subject to negotiations with the City of Madison.

I. Special Duty: The President of the Association shall recommend to the Chief of Police at the beginning of each year the hourly rate of pay for special duty arranged through the Department. The rate of pay shall be subject to the approval of the Chief of Police.

1. All requests for Special Duty Officers shall be subject to the following provisions:
 - a. Payment for all such services shall be through City Payroll with appropriate benefits and an administrative fee of 4%.
 - b. All such duty shall be strictly voluntary.
 - c. The City shall continue to encourage the use of City Police Officers to provide services in conjunction with any event requiring a city permit. When traffic direction is necessary, the use of City Police Officers will help insure that coordination occurs with other city agencies and that total community needs are considered.
2. Officers working Special Duty pursuant to this section, which because of their complexity require significant department planning and/or supervision, shall be subject to the regular contractual rates.
3. When officers are working at the Special Duty pay rate, no other officers who are working at regular contractual rates may be assigned to that Special Duty employment. This would not apply to unanticipated emergencies requiring the short-term response of other on-duty officers and/or supervisors or to incidental work of officers assigned to the area.
4. Except as in 3., above, if the Madison Police Department assumes immediate direction and control of officers on Special Duty, regular contractual hourly rates, including overtime if applicable, will apply to the work of such officers, following assumption of direction and control of the Department.
5. Officers who are required to work beyond the hours set by the Special Duty employer, as a result of law enforcement action taken during those hours, will be compensated at the applicable hourly rate as specified in the contract, including overtime, if the work is authorized by the Department.

For example, an Officer is working a Special Duty assignment prior to the start of their regular shift. Their shift is to start at 10:00 p.m. The Special Duty Assignment was from 6:00 p.m. to 9:00 p.m. An incident takes place where they continue to work (and the work has been authorized by the Department) on the

incident until 1:00 a.m. The officer would receive time-and one-half (1-1/2) of their regular hourly rate of pay for the time between 9:00 p.m. and 10:00 p.m. They would receive their regular straight time pay for working during their scheduled shift on this incident from 10:00 p.m. until completion at 1:00 a.m., when they resume their daily assignment. If the same fact situation occurs on a regular day off, while working this special duty assignment the officer would receive time-and one-half (1-1/2) of their regular hourly rate of pay for the time worked from 9:00 p.m. until 1:00 a.m.

6. Any officer assigned on any basis less than the full school year to perform ERO duties within any of the District's high schools shall be compensated at the rate of the assigned officers' regular rate of pay pursuant to the agreement, including any premium pay provisions therein, including but not limited by enumeration, to the following: shift premium, overtime, holiday, or any other additional pay authorized by the agreement. Such replacement employment shall not be performed pursuant to the Special Duty provisions of Article I, 1. of the agreement.

No special duty assignments for those filling-in for ERO.

7. Officers scheduled to work a special duty assignment shall allow adequate time to arrive at their special duty assignment on time after completing their regular work shift or another special duty assignment. Officers working a special duty assignment prior to the start of a regular work shift must allow adequate time to complete their scheduled special duty assignment and arrive for work on time.

J. Special Duty at the Overture Center:

1. When sworn Law Enforcement Officers are requested for Special Duty by the Overture Center, such officers shall be members of the City of Madison Police Department who will report to Civic Center management for assignment.
2. Payment for such services shall be through City Payroll with appropriate benefits, at the same hourly rate of pay as established under Article I, Section I (Special Duty).
3. All such duty shall be strictly voluntary.
4. Provisions listed under Article I, Section I, Para. 2, 3, 4, & 5 will also apply to work being performed for the Overture Center.

K. Special Duty at the Monona Terrace Convention Center:

1. When sworn Law Enforcement Officers are requested for Special Duty by the Monona Terrace Convention Center, such officers shall be members of the City of Madison Police Department who will report to Monona Terrace Convention Center management for assignment.
2. Payment for such services shall be through City Payroll with appropriate benefits, at the same hourly rate of pay as established under Article I, Section I (Special Duty).

3. All such duty shall be strictly voluntary.
4. Provisions listed under Article I, Section I, Para. 2, 3,4, & 5 will also apply to work being performed for the Monona Terrace Convention Center.

L. Special Duty at the Warner Park Community Center:

1. When sworn Law Enforcement Officers are requested for Special Duty by the Warner Park Community Center, such officers shall be members of the City of Madison Police Department who will report to Warner Park Community Center management for assignment.
2. Payment for such services shall be through City Payroll with appropriate benefits, at the same hourly rate of pay as established under Article I, Section I (Special Duty).
3. All such duty shall be strictly voluntary.
4. Provisions listed under Article I, Section I, Para. 2, 3, 4, & 5 will also apply to work being performed for the Warner Park Community Center.

ARTICLE II NEGOTIATIONS

- A. Negotiations: Either party to this Contract may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.
- B. Timetable: Conferences and negotiations shall be carried on by the parties hereto in 2010-2012 as follows:

Submission of written proposals shall be made on a simultaneous basis by both parties, and negotiating meetings shall commence on or before the October 1 preceding the expiration date of this Agreement.

ARTICLE III RECOGNITION

- A. Recognition: The City recognizes the Madison Professional Police Officer's Association as the exclusive collective bargaining agent for the position classifications of Police Officer, Investigator, Detective, and Sergeant for the purpose of engaging in conferences and negotiations with respect to wages, hours and conditions of employment.
- B. Unit of Representation: In the event new positions not now covered by the Recognition provisions of this Contract are created by the City through action of the Common Council, and said positions would be embraced within the bargaining unit, provided the parties agree that the new positions should be embraced within the bargaining unit, then the

employees appointed to such positions shall be deemed part of such bargaining unit, and shall be represented by the Association and they shall also be covered by Contract between the Association and the City.

ARTICLE IV ASSOCIATION ACTIVITIES

- A. Association Negotiating Committee: Six representatives from the Association shall be paid regular salary for time spent in negotiations during regular working hours, except no payment will be made for negotiating time outside the representatives' normal workday.

The names of the duly chosen representatives of the bargaining unit shall be submitted to the Labor Relations Manager and Police Chief sufficiently in advance of regularly scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.

Association representatives shall be granted time off without pay to attend City meetings pertaining to the welfare of members of the Association, provided those representatives shall be limited to six (6) members and that 24 hours' advance notice is given to the Chief of Police.

- B. Limitations Upon Association Activity: No Association member or officer shall conduct any Association business on City time except as specified in this Contract or as authorized by the proper department head, except that members of the Board of Directors of the MPPOA may be approached by a member during duty hours for the purpose of apprising him/her of an existing or potential problem related to the application of this Contract. Such communications on duty time shall be limited to only that time necessary to inform the Board Member of the issue. If the Board Member believes the matter is of such a critical nature so as to demand additional immediate attention, he/she shall first apprise his/her commanding officer of the situation and request permission to immediately follow up on the matter. Such requests will be granted when Departmental operational functions can accommodate a temporary diversion from a work assignment to foster overall work harmony.
- C. Bulletin Boards: The City shall provide bulletin board space for Association use in areas authorized by the City. Material posted thereon shall be the responsibility of the Association and shall relate only to Association meetings, elections, social events, reports of Committees or the Association Board of Directors and decisions affecting the Association or employees in the bargaining unit.

Material placed on the bulletin board shall not contain anything political or controversial, or anything reflecting upon the City, any of its employees or officers, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted.

The Department will post seminar announcements which are available for the general membership of the Association. Interested employees may apply for consideration for such seminars through their Commanding Officer.

- D. Dues Deductions: The employer agrees to deduct regular Association biweekly membership dues and initiation fees in an amount certified to be current by the

Treasurer of the Association from the wages of those members of the association who individually request in writing that such deductions be made.

The City agrees to deduct a sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the dues uniformly required of all members of the unit as certified by the Officers of the Association. Such deductions shall be made from the employee's pay period in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement and other deductions. In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period. The provisions of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission as specified by State Statute 111.70(2) entitled, "Rights of Municipal Employees." The provisions of that paragraph shall be implemented upon submission of written notice to the Labor Relations Manager by the Association.

The termination notice must be given both to the employer and to the Association. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.

- E. Notwithstanding Article IV(A) Paragraph 3 above, the City may provide for the President of the Association or their designee to attend meetings agreed to by the City, during regularly scheduled on-duty hours, which pertain to issues of mutual concern.

ARTICLE V EMPLOYER RIGHTS

- A. The rights and responsibilities of the Employer shall include, but are not limited to, the following:
1. To hire, promote, transfer, assign and utilize employees.
 2. To suspend, discipline, demote, discharge or lay off employees in accordance with the provisions of Wisconsin Statutes Sec. 62.13.
 3. To determine work standards; the quality and quantity of work performed by employees and to determine whether employees meet said standards.
 4. To establish departmental policies, rules, regulations and procedures. Whenever reasonably practicable, the Employer agrees to furnish the designated representative of the Association with a copy of newly established or amended policies, regulations and procedures which are applicable to Association members at least ten (10) calendar days prior to their effective date.
 5. To establish work schedules and to assign overtime work.
 6. To establish and utilize methods, processes and technology by which departmental work is to be performed.

7. To determine the number of personnel to be employed.
 8. To operate and administer facilities, equipment and operations.
 9. To establish, expand, transfer, consolidate or terminate functions, programs and operations.
 10. To contract and subcontract matters relating to departmental operations.
 11. To transfer any governmental operation to another unit of government. Such transfer shall not require any prior negotiations or the consent of the Association and furthermore, upon transfer, all agreements are terminated including this Contract as pertains to personnel of the department affected by the transfer.
 12. To determine the organizational structure.
- B. The rights and authority which the Employer has not officially abridged, delegated or modified by the terms of this Contract are retained by the Employer.

ARTICLE VI GRIEVANCE PROCEDURE

- A. Definition: A grievance shall be defined as a dispute or disagreement as to the interpretation, application or enforcement of any term(s) specifically expressed in this Contract.
- B. General Provisions:
1. Class grievances involving the general interpretation, application or enforcement of the terms of this Contract may be initiated by the Union at Step Three of the grievance procedure.
 2. All grievances must be filed within thirty (30) calendar days of knowledge of the act giving rise to the grievance and in no case later than ninety (90) calendar days from the date of occurrence of such act(s).
 3. The City shall recognize two (2) Association grievance representatives. The employee and/or Association representatives may process the grievance without loss of pay if it is necessary to process the grievance during their regular working hours, provided the commanding officer is appraised of the situation and provided the departmental operational functions can accommodate a temporary diversion from a work assignment to foster overall work harmony.
 4. Decisions made at any level below that of the Chief shall not be interpreted as setting a precedent, and the Chief reserves the right to take official action without prejudice, based on his/her own findings in each grievance.
 5. Items exempt from consideration for processing under this grievance procedure shall include, but not necessarily be limited to the following: all disciplinary matters involving the Police and Fire Commission.

6. The filing of a grievance concerning Article XX Promotional Procedures and/or Article XXI Discipline shall preclude the employee(s) and/or Association from seeking other remedy from any other governmental agency or tribunal. If an employee(s) and/or Association have sought a remedy from another governmental agency or tribunal, they shall be precluded from filing a grievance under the provisions of this Article.
7. Departure from the steps of the grievance procedure or the time limits in each step may be made by mutual written agreement of the Employer and the employee and/or grievance representatives. If the Employer does not answer a grievance or appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

C. Steps of the Grievance Procedure:

- Step One: An employee's grievance or those grievances submitted by the Association shall be made in writing to the employee's immediate management supervisor with a copy submitted to the Labor Relations Manager. The written grievance shall set forth the nature of the grievance, the fact(s) upon which it is based, the provision(s) of the Agreement allegedly violated and the relief requested. The employee's immediate management supervisor or his/her designated representative shall submit a written reply giving the reason(s) for his/her determination to the employee(s) and/or grievance representative within ten (10) calendar days after the receipt of the written grievance.
- Step Two: The grievance shall be considered settled on the basis of the Employer's answer at Step One unless within ten (10) calendar days after the management supervisor's written answer in Step One, the grievance is again reduced to writing and submitted to the next higher level of management supervisor. The management supervisor or his/her designated representative shall submit a written reply giving the reason for his/her determination to the employee and/or grievance representatives within ten (10) calendar days after receipt of the written grievance.
- Step Three: The grievance shall be considered settled on the basis of the Employer's answer at Step Two unless within ten (10) calendar days after the management supervisor's written answer on Step Two, the grievance is again reduced to writing and presented to the Chief of Police. The Chief of Police or his/her designated representative shall give a written answer, giving the reasons for his/her determination to the grievance within ten (10) calendar days of receipt of the written grievance.
- Step Four: If both parties, having exhausted the grievance procedure herein, cannot settle a grievance, the Association and/or City may submit the issue(s) in dispute to an arbitrator by filing a request within fifteen (15) calendar days after the Chief of Police or his/her representative's answer in Step Three. A copy of said request shall be forwarded to the Labor Relations

Manager. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) calendar days after referral of such matter to arbitration, then the parties shall request provision of a panel of five (5) arbitrators, by the Wisconsin Employment Relations Commission, with the parties to alternately eliminate names until an arbitrator has been selected. The flip of a coin shall decide which party is to eliminate the first name.

- D. Duties of Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Contract. He shall consider and decide only the specific issues submitted to him/her in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning and application of the express terms of this Contract. The decision of the arbitrator shall be final and binding on both the Employer and the Association. No award of any arbitrator may be retroactive for a period greater than thirty (30) calendar days prior to the presentation of the grievance in Step One.
- E. Fees and Expenses: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association provided that each party shall be responsible for compensating its own representatives and witnesses. If both parties request that a stenographic record of the hearing be made and transcripts provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the Arbitrator.

ARTICLE VII PROHIBITION OF STRIKES

The Association shall neither cause nor counsel its members, or any of them, to strike for any reason during the term of this Contract, nor shall it in any manner cause them directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the municipal Employer for any reason during the term of this Contract. The occurrence of any such acts or actions prohibited in this section by the Association shall be deemed a violation of this Contract and shall render the

Association subject to the penalties provided herein. In applying the provisions of this section, all of its terms used herein shall be given the meaning commonly understood in the community. The Association shall not be liable where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Association. However, whether or not the Association is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to penalties prescribed by law or departmental regulation.

Upon notification confirmed in writing by the City to the Association that certain of its members are engaged in a wildcat strike, the Union shall immediately order in writing such members to return to work immediately, provide the City with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Association

shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the presentation of the City. In the event that a wildcat strike occurs, the Association agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue such orders and/or take such action shall be considered in determining whether or not the Association caused or authorized, directly, or indirectly, the strike.

ARTICLE VIII PAY POLICY

A. Salary Schedule:

There shall be a 3% wage increase effective December 11, 2011.

The 3% wage increase effective December 11, 2011, shall be reduced by .1% for every full one percent (1%) increase in health insurance premiums beyond eleven percent (11%) in that calendar year. The increase in health insurance shall be calculated by comparing the cost of a Family Plan from the lowest bidder among the health care providers offered in the Wisconsin Public Employers' Group Health Programs.

Example: Presume the lowest bidder among the Family Plans offered in 2010 is \$900.00, and the lowest bidder in 2011 is 12% higher (or \$1008). The wage increase effective December 11, 2011, would be two point nine (2.9%). If the health insurance increase was eleven percent (11%) or less, the wage increase effective December 11, 2011, would be three percent (3%).

In no case would the 2011 wage increase be less than 2.5%.

There shall be a 2% wage increase effective December 9, 2012.

Recently hired officers who will be in the "accelerated" training program will have a starting wage equivalent to the six (6) month level and proceed through the remaining salary steps as outlined in the contract.

BIWEEKLY BASE RATE SALARY SCHEDULE

CG 11	Start	6 mos.	18 mos.	30 mos.	42 mos.
RANGE 01	1	2	3	4	5
12/28/2008	1623.27	1804.96	1852.28	1907.18	1967.41
12/11/2011	1671.97	1859.11	1907.85	1964.40	2026.43
12/09/2012	1705.41	1896.29	1946.01	2003.69	2066.96

POLICE OFFICER

CG 11	Start	6 mos.	18 mos.	30 mos.	42 mos.
RANGE 02	1				
12/28/2008	2065.77				
12/11/2011	2127.74				
12/09/2012	2170.29				

INVESTIGATOR
DETECTIVE 1

CG 11					
RANGE 03	1				
12/28/2008	2164.10				
12/11/2011	2229.02				
12/09/2012	2273.60				

SERGEANT

- B. Overtime: Overtime shall be defined as any authorized work performed in excess of the employee's regular eight (8) hour work day exclusive of the fifteen (15) minute early report requirement, or any authorized work performed in excess of the employees' regular work schedule. Work performed under Article I, Section I (Special Duty) and Section J, Special Duty at the Overture Center, and Section K (Special Duty at the Monona Terrace Convention Center) shall not be included under the provisions of this paragraph. Scheduled overtime shall be assigned as equally as reasonably possible among the employees who normally perform the work within their assigned operational unit. For purposes of computing overtime compensation, overtime hours shall not be pyramided.

When overtime is being assigned, the amount of overtime (excluding special duty) earned in the calendar year will be considered; the employee having earned the least amount of overtime will be offered the overtime opportunity first. This does not apply if specialized skills, training or employees of a specific rank/position are needed for a particular overtime assignment, or if circumstances makes consideration of prior overtime impractical. This process does not apply to making special duty assignments.

Patrol assigned personnel will have the first opportunity to be assigned to patrol overtime assignments.

1. Compensation for overtime shall be paid at the rate of time-and one-half (1-1/2) the employee's regular rate of pay. All grant-funded* overtime is at this rate of pay.
2. Compensation for each continuous hour worked in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the employee's regular rate of pay, except any overtime accrued due to grant-funded* activity, which is paid at time-and one-half (1-1/2). Any grant-funded* work performed before or after an employee's regular work shift will not be considered continuous service for the purposes of compensation.

*This does not apply to grant-funded work performed under grants managed and administrated by the Dane County Narcotics and Gang Task Force. Grant-funded work performed under Task Force grants (i.e., JAG, Byrne) will be compensated at the "overtime rate" allowed by contract, to include the rate of two times (2x) the employee's regular rate of pay for continuous work in excess of twelve (12) hours. Any officer performing work under Task Force grant-funding must meet the 24 hour drug training requirement and be approved by a Task Force supervisor.

3. Limitation on Compensatory Overtime:

- a. At their option employees may elect to accrue compensatory leave in lieu of the overtime cash payments provided in Paragraph B of this Article up to a maximum accumulation of 150 hours.
 - b. At their option employees may elect to convert seventy-five (75) hours of accrued compensatory leave per calendar year to cash based on the employee's regular hourly rate of pay.
 - c. All overtime hours in excess of the maximum accumulation shall be paid in cash in the pay period following such excess accumulation.
 - d. Once the employee reaches the age of 40, s/he may elect to raise the limits, on a one-time basis, in paragraph (a) to 180 hours and in paragraph (b) to seventy-five (75) hours for a period not to exceed four (4) consecutive years. The employee must provide the employer written notice of at least six (6) months prior to January 1st of the year s/he wishes to elect this option.
4. Whenever an off-duty officer initiates law enforcement action, the officer reverts to on-duty status and is compensated at time-and one-half (1-1/2) for the exact amount of time worked, subject to supervisory review. No minimums apply and there is no continuous service for purposes of compensation.

C. Shift Differentials and Undesirable Hours:

1. Effective December 28, 2008, employees regularly assigned to a shift falling between the hours of 6:00 a.m. and 6:00 p.m. shall be paid a shift differential of \$9.11 per biweekly pay period. After December 31, 2012, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
2. Effective December 28, 2008, employees regularly assigned to a shift falling between the hours of 10:30 a.m. and 8:30 p.m. shall be paid a shift differential of \$27.99 per biweekly pay period. After December 31, 2012, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
3. Effective December 28, 2008, employees regularly assigned to a shift falling between the hours of 1:00 p.m. and 1:00 a.m. shall be paid a shift differential of \$37.79 per biweekly pay period. After December 31, 2012, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
4. Effective December 28, 2008, employees regularly assigned to a shift falling between the hours of 6:00 p.m. and 5:00 a.m. shall be paid a shift differential of \$41.96 per biweekly pay period. After December 31, 2012, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
5. Effective December 28, 2008, employees regularly assigned to a shift falling between the hours of 10:00 p.m. to 7:00 a.m. shall be paid a shift differential of \$44.75 per biweekly pay period. After December 31, 2012, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
6. Effective December 28, 2008, employees regularly assigned to work more than one (1) shift during a biweekly pay period shall be paid a shift differential of \$41.96 per biweekly pay period, providing the starting times for the shifts differ by a minimum of three (3) hours. After December 31, 2012, this shift differential

shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.

7. Sunday Hours: Effective December 30, 2007, employees with shifts starting work on Sundays shall be paid an additional \$1.05 per hour. Persons called to work on Sundays for other than a complete shift will also receive an additional \$1.05 per hour. Each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents. Effective in 2009, the amount will remain at \$1.05. Effective December 11, 2011, the amount will be \$1.10 and effective December 9, 2010.
8. Saturday Hours: Effective December 30, 2007, employees with shifts starting work on Saturdays shall be paid an additional \$.50 per hour. Persons called to work on Saturdays for other than a complete shift will also receive an additional \$.50 per hour. Each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest full five (5) cents. Effective December 11, 2011, the amount will be \$.50.

Note: This subsection shall apply to all work normally recorded on the payroll as Sunday or Saturday work. It shall not apply to shifts which begin on Friday and end on Saturday or begin on Saturday and end on Sunday, but it will apply to entire shifts which begin on Saturday but may end on Sunday or begin on Sunday but may end on Monday.

D. Holiday Work:

1. Employees performing authorized work on a day designated as a holiday by this Contract shall be compensated at a rate equal to two (2) times the employee's regular straight time rate for all hours worked. Such employees shall be afforded an opportunity to work a full shift.
2. Employees scheduled for duty on a Contract designated holiday as part of their regular work week shall be charged holiday leave time for any part of the shift not worked.
3. In addition to the above, employees performing authorized work on a Contract designated holiday shall be granted a mutually agreeable day off as compensatory time, or at the employee's option, a day's pay at the regular straight time rate.

E. Call Back and Court Appearances:

1. a. Employees, on an off duty day, on vacation, or who are assigned to a shift starting at 8pm or later, on a workday or off-duty, who are called back to duty or are ordered by the Employer or subpoenaed to give testimony about events arising out of their employment, shall be paid or compensated for a minimum of three (3) hours at the rate of time-and-one-half (1-1/2) the employee's regular rate of pay.
- b. Two hours of pay or compensatory time at the employee's discretion at the rate of 1-1/2 times the employee's regular rate of pay shall be paid to

employees who are called back or ordered to work for Rhythm and Booms or comparable Independence Day Celebration if the employer rescinds that order or call-back within twenty-four hours of the time they were ordered or called-back to work.

2. Employees, on a duty day, except employees who are assigned to a shift starting at 8 pm or later, who are called back to duty or are ordered by the Employer or subpoenaed to give testimony about events arising out of their employment, shall be paid or compensated for a minimum of two (2) hours at the rate of time-and one half (1-1/2) the employee's regular rate of pay, unless such work is scheduled less than 59 minutes of the employee's regular duty shift. Shift adjustments shall not be exercised in such a manner so as to avoid the payment of the premiums provided in this paragraph.
 - a. Court Appearance Cancellation: Two hours of pay or compensatory time at the rate of 1-1/2 times shall be paid to employees scheduled to appear in court if the employee is notified of a court appearance cancellation within twenty four (24) hours of the scheduled court appearance time.
 - b. Accrual of overtime under the provisions of E(1), above shall continue while the employee is required to be present in court outside of the employee's regular duty hours, and shall include the time during noon recess of the court.
 3. An employee(s) shall not be eligible for the benefits provided in paragraphs (1) and (2) of this section if he/she makes:
 - a. Any appearance related to a labor dispute including but not limited to grievance arbitration and interest arbitration;
 - b. An appearance as a defendant against whom the Chief of Police has either taken disciplinary action or recommended disciplinary actions.
 4. Retired employees who are subpoenaed by the City of Madison, the Dane County District Attorney or the Dane County Corporation Counsel and appear to give testimony in civil or criminal judicial proceedings about events arising from their employment shall be compensated at the rate of time-and-one-half (1-1/2) the employee's regular rate of pay, but not less than three (3) hours of pay. The rate of pay is to be determined by the salary schedule in effect at the time of the employee's retirement.
 5. Employees who are off-duty and who are contacted by phone by the employer regarding a work related issue, or by a prosecutor regarding testimony about events arising out of their employment, shall be compensated at time-and one-half (1-1/2) of the employee's rate of pay for any phone call that exceeds ten (10) minutes or more. No compensation will be provided for phone calls less than ten (10) minutes duration and no other compensation minimums apply. Employees may be required to verify requests for compensation under this provision following prescribed Departmental procedures.
- F. Shift Adjustment Premium: Employees shall be paid at the rate of time-and one half (1-1/2) the employee's regular rate of pay for hours worked outside of their regularly

assigned shift when said shift is temporarily adjusted in accordance with the provisions of Article IX (D).

G. Vacation Leave Pay: Employees shall be permitted to receive a biweekly paycheck in advance of the normal biweekly payday provided that:

1. The employee requests to receive the advance biweekly paycheck no earlier than nineteen days prior to the normal payday and no later than fourteen days prior to the normal payday.
2. The request to receive the advance biweekly paycheck is approved by the Department or Division Head.
3. The employee will be on paid vacation leave for five consecutive days, one of which shall be the normal biweekly payday and one of which shall be the day preceding the normal biweekly payday.

H. Longevity Pay: All permanent full time employees shall receive longevity pay calculated to the nearest dollar, subject to the following schedule and terms and conditions:

1. Schedule:
 - a. Three (3%) per cent of the base pay at the beginning of the fifth (5) year of continuous employment.
 - b. An additional 3% (total of 6%) of base pay at the beginning of the tenth (10) year of continuous employment.
 - c. An additional 2% (total of 8%) of base pay at the beginning of the fourteenth (14) year of continuous employment.
 - d. An additional 1% (total of 9%) of base pay at the beginning of the sixteenth (16) year of continuous employment.
 - e. An additional 1% (total of 10%) of base pay beginning with the eighteenth (18) year of continuous employment.
 - f. An additional 1% (total of 11%) of base pay beginning with the twentieth (20) year of continuous employment.
 - g. An additional 1% (total of 12%) of base pay beginning with the twenty-fifth year (25) of continuous employment.
2. Longevity payments shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
3. For purposes of longevity pay, authorized leaves of absence without pay in excess of twelve (12) days, and any time spent on layoff status, shall not act to break the condition of continuous employment as it applies to this Article. Nor shall such time be considered employment in determining qualifications for the periods of employment set forth in Schedule 1 of H of this Article.
4. All longevity provisions of this Section shall be made only in compliance with the existing rules of the Employer.

I. Educational Incentive Pay:

1. The Education Incentive Program and Pay Plan for the Madison Police Department as set forth in the Memorandum of Understanding of July 13, 1995 (see Appendix 1) shall be considered as part of this agreement as though more fully set forth. Such education incentive program is negotiable and subject to the grievance procedure contained in Article VI.
2. Effective December 26, 1976, the Police Education Incentive Program shall be amended to eliminate the annual in service training examination. However, the in service training examination will be retained and will be used as a part of employee evaluation.
3. All employees hired prior to December 26, 1976 are hereby qualified and eligible following twenty four (24) months of employment and shall be granted a minimum of five (5) points. Incentive points based on qualification by annual written exam will be credited to each eligible employee based on the employee's highest exam grade of the past two (2) years. Furthermore, the Police Education Incentive Program shall be amended effective December 26, 1976 to provide that employees shall not be eligible to receive Education Incentive pay until the completion of forty two (42) months of continuous employment as a commissioned member of the Police Department.
4. Reimbursement of Educational Expenses:
 - a. Tuition reimbursements for all eligible members of the bargaining unit will be the prevailing per credit hour charges levied by the following institutions: University of Wisconsin-Madison, Edgewood College, Upper Iowa University, Concordia College, Bellevue University, Herzing College and Madison Area Technical College. In the event a unit member desires to attend any institution not set forth in the above list, tuition reimbursement for approved courses taken shall be at the discretion of the Police Chief. Reimbursement rates will be established annually using the prevailing rates for per credit hour charges in effect on January 1.
 - b. Pre-approval shall be required prior to enrollment in courses for which an employee is intending to make application for tuition reimbursement and/or incentive points. The approval process is as follows:
 - 1) Employees must submit the tuition reimbursement form to the Chief by November 15th of the year preceding the year in which the employees intends to attend classes.
 - 2) The form should provide the name of the college that the employee will be enrolled in, the number of classes that you will be taking in the calendar year and the cost of each course of study, if you will be requesting tuition reimbursement.
 - 3) The Chief will review all outstanding requests and inform the affected employee by December 31st.
 - c. Tuition reimbursement for any college credits associated with a Master's Degree will not be allowed except if approved by the Police Chief and in a related field.

- d. Reimbursement for tuition expenses for graduate degree courses or undergraduate degree courses for members who already possess a Master's Degree or an undergraduate degree respectively will not be granted, except for those college courses approved by the Chief that are a prerequisite for acceptance into an approved Master's Degree Program.
 - e. Employees seeking tuition reimbursement will be required to submit a copy of the final passing grade for each class and a receipt for payment of tuition or a bill for tuition if the institution offers a deferred payment option to the Department Budget Office upon completion of each class semester. To be eligible for educational incentive points, you must also submit a copy of all class transcripts (that include the total number of credits earned) to your Department payroll clerk. Reimbursement for books, interest, late fees, service charges or any fees not directly associated with a credited course will not be allowed.
 - f. Incentive points for college credits or reimbursement for application costs for college credits that are awarded for the completion of the basic recruit training program, for any component thereof or for any assigned on-duty in-service training will not be granted. Incentive points for the completion of those components associated with required basic recruit training or assigned on-duty in-service training will not be granted.
 - g. Incentive points or reimbursement for application fees for college credits that are awarded for engaging in an individual's recreational, unsupervised, unmonitored pursuit such as bowling, weight lifting and jogging will not be granted.
 - h. All members shall be required to submit for review papers required in conjunction with internships for which college credits are awarded.
 - i. If any employee, who has received reimbursement of educational expenses, leaves the department in less than five (5) years of service, following receipt of such reimbursement, the employee will reimburse the City for the total amount of educational reimbursement that they have received. This shall not apply to employees who leave the department because they are eligible for Wisconsin Retirement Fund annuities, Social Security benefits, or other public employment fund annuities. It shall also not apply for employees who have received approval for educational expenses through the end of December, 1998.
- J. Early Reporting Time: The fifteen (15) minute daily early reporting period shall remain in effect. Employees shall be compensated at the rate of one and one half (1-1/2) for the early report period when worked. Such time credit shall be granted during in service training, military leave and special short-term assignments (two (2) weeks or less).
- At their option, employees may elect to receive pay or compensatory time credit at the rate of one and one half (1-1/2) their regular rate of pay.
- K. Positions Filled in Temporary or Acting Capacity:
- 1. When members of this Association are assigned by the Employer to fill a position in a higher rank classification in an acting capacity, they shall be entitled to the salary pertaining thereto, but not less than fifteen dollars (\$15.00) per shift. This subsection shall not apply on those occasions when a sergeant is assigned to fill the Officer-In-Charge Position in an Acting Capacity.

2. When a sergeant works a minimum of one (1) hour or more as an Acting Officer-In-Charge, he/she shall be paid two dollars (\$2.25) per hour for all time worked in such capacity.

L. Field Training:

1. When members of the Association are actively engaged in performing the duties of Field Training Officers, they shall be granted one (1) hour of straight pay for each eight (8) hours that a Field Training Officer has a probationary officer. This amount can be prorated for working a partial day.
2. When members of this Association are actively engaged in performing the duties of Detective Training or Investigator Training, they shall be granted one (1) day off with pay for each of the designated Field Training Evaluation Periods in which they are involved.
3. When members of this Association are actively engaged in performing the duties of Field Training Supervisors, they shall be granted one (1) day off with pay for each of the designated Field Training Periods in which they are involved. Members assigned as Field Training Supervisor shall also receive one (1) additional eight (8) hour day of pay at straight time for monitoring and completing all necessary paperwork for all (regardless of how many) probationary officers, functioning in a solo patrol capacity, are assigned to them. Payment for these services will be on the last paycheck of each year and will be contingent upon the completion of monthly evaluations on time and turning these evaluations in to the Field Training Officer Coordinator, for all probationary officers assigned to them.
4. All days off with pay taken pursuant to this section shall be taken off at a mutually agreed time as decided by the affected member and the Chief of Police. Under no circumstances shall pay be granted in lieu of time off provided in this section.

M. Senior Patrol Officer, Detective, Sergeant, and Investigator Additional Pay:

1. Beginning February 7, 2010, the six (6) most senior patrol officers having ten (10) years in rank or more, on any shift starting between 12:00pm and 5:59pm; and the six (6) most senior patrol officers having ten (10) years in rank or more, on any shift starting between 6:00pm and 1:00am shall, in addition to receiving shift differential premiums identified in Article VIII, C, be paid \$50.00 per pay period for working those shifts. Each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.
2. Beginning February 7, 2010, the five (5) most senior Detectives having at least ten (10) years in rank shall, in addition to receiving shift differential premiums identified in Article VIII, C, be paid fifty dollars (\$50.00) per pay period if they have primary duty assignments starting between 12:00pm and 1:00am. –Each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.
3. Beginning February 7, 2010, the three (3) most senior Sergeants having at least ten (10) years of experience in rank shall, in addition to receiving shift differential

premiums identified in Article VIII, C, be paid \$50.00 per pay period if they are assigned to a shift starting between 12:00pm and 1:00am. Each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.

4. Beginning February 7, 2010, the two most senior Investigators having at least ten (10) years of experience in rank shall, in addition to receiving shift differential premiums identified in Article VIII, C, be paid \$50.00 per pay period if they are assigned to a shift starting between 12:00pm and 1:00am. Each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.

N. Handgun Reimbursement: All members will receive \$500.00 on each tenth (10th) anniversary of employment. Beginning in 2011, this amount will increase to \$750.00. In the pay period including January 1, 2010 and January 1, 2011, each member will receive a one time additional payment of \$100.00.

ARTICLE IX HOURS OF WORK & DUTY ASSIGNMENTS

A. Work Day Work Week:

1. The regular work day shall consist of eight (8) consecutive hours. The City shall maintain the present practice of permitting employees not less than eight (8) minutes prior to the end of their tour of duty to file reports, and to clean and store equipment.
2. The regular average annual work week shall consist of thirty-seven and one-half (37-1/2) hours, exclusive of the fifteen (15) minute early report requirement.
3. New employees, while attending the MPD Academy on a predominantly Monday through Friday work schedule, shall work a regular forty (40) hour work week. When a probationary officer is performing patrol duties in Field Training, their regular work week shall conform with A.2.

Upon successful graduation from the Academy and being assigned to Patrol, new employees' work week will thereafter conform to the provisions in Section 2.

- B. Work Shifts: The Chief of Police shall establish, publish, and assign employees to such permanent work shifts as he/she may designate in accordance with the provisions of paragraph A., 1. and 2. and 3. and paragraph H. below.
- C. Permanent Shifts: Permanent regular work shifts established by the Chief of Police or his/her designee may be changed with seventy-two (72) hours notice to the affected employees.
- D. Temporary Shift Adjustments: The Chief of Police may adjust individual work shifts on a temporary basis, without the advance notice required in paragraph C. above, provided the employee so affected shall be paid the shift adjustment premium specified in Article VIII, F., for those hours worked outside of the employee's permanent regular shift.

- E. Flexible Shift Assignment: Officers volunteering for special assignments which by the peculiarity of the duty to be performed requires a flexibility in duty hours, may adjust their hours of work with the approval of the Chief of Police. The adjustment of hours under this provision will not be subject to the shift adjustment premium specified in Article VIII, F.
- F. Work Day: First Detail Detectives shall be assigned to an 8 hour day, which includes a paid lunch period, conforming with the practice in other divisions or bureaus of the department. Deviations up to one hour in such daily work schedule may be made without the notice requirements set forth in paragraph IX, C. of the Contract, pertaining to changes in work schedules. Every effort shall be made by the Chief to give the individuals involved at least eight (8) hours notice of said deviation from the individual's regular schedule. Should the Chief deviate the shift by more than one consecutive hour, the overtime provisions of Article IX, D. will apply.

Nothing in this section shall prohibit the Chief of Police from scheduling employees not currently required to be present at the 15 minute briefing session into a work day which requires a 15 minute briefing session, if he/she deems it desirable for any reason.

- G. Adjustment of Hours: Hours of work shall not be adjusted if the avoidance of overtime is the one and only purpose for such an adjustment.

H. Hours of Work and Duty Assignments:

1. At least once a year, assignments to Patrol and Community Policing Teams will be open for bidding with selection based upon classification seniority.
2. Initial assignments and all subsequent assignments as Court Services Officer and Municipal Court Bailiffs will be based upon classification seniority, provided that the employee, at the time of the assignment, is able to meet the needs of the assigned work area and has a willingness and necessary qualifications to accomplish the duties of the position. The initial assignment as a Court Services Officer or Municipal Court Bailiff shall be for a period of three years, with subsequent reassignments for one year.
3. Shift assignment of employees within a rank classification within a work unit or section shall be made on the basis of seniority, except:
 - a. Newly hired or promoted personnel may be assigned to various shifts and assignments for training purposes for not more than one year, but such assignments shall not be considered permanent.
 - b. Management reserves the right to determine staffing levels on the various shifts for all ranks.
4. Beat assignments within Patrol will be offered following the annual assignment of employees. It is the intent of this paragraph, consistent with past practice of the department, to utilize classification seniority in the selection of patrol beats, and the retention of those beats until the next assignment of beats, providing that the employee demonstrates the willingness and ability to address problems (including taking appropriate enforcement action, etc.) within the assigned beat.

5. Initial assignments and all subsequent assignments to the following positions will be based on classification seniority, provided that the employee, at the time of assignment, is able to meet the needs of the assigned work area and has a willingness and necessary qualifications to accomplish the duties of the position. The assignment period for each of these positions is four (4) years, with the Chief's option to extend an officer in said assignment for a period of one (1) year. Members who have completed an assignment rotation in any of these positions may not reapply for future vacancies in that unit for two (2) years.
 - a. Traffic Enforcement Safety Team Officer/Sergeant, with exception noted below: Motorcycles have specific eligibility requirements and may be granted year-to-year extensions in their assignment beyond four (4) years with the approval of the Chief of Police, unless another employee applies for and meets the specific eligibility requirements for this position.
6. Assignment to work units and sections not open for bidding shall be made at the discretion of the Employer based upon the needs of the department as determined by the Employer with due consideration given to the interests of the affected employees, as well as the order of their classification seniority. Affected employees shall be provided, whenever reasonably practicable, with written notice at least ten (10) days prior to any such assignments. These positions, hereafter referred to as closed and competitive, will be filled following the process outlined below. Vacant positions for Canine Officer, Training Sergeant/Officer and Task Force Sergeant/Officer may have additional requirements.

Process for Filling Closed and Competitive Position Vacancies

1. Employee must submit a written expression of interest by memo and attach a resume and a completed supervisory input form.
2. Members who receive an adverse report from a supervisor may still compete for the position and have the option of attaching a written rebuttal to the supervisory input form.
3. Candidates will participate in an oral interview.
4. The oral interview board will be comprised of a minimum of three (3) participants to include: A commanding officer or supervisor of the work unit with the vacancy, a MPPOA member who currently works in or had worked in the unit, and a civilian (preferably from within the department).
5. The commander or supervisor responsible for creation of the oral board should give consideration to establishing a panel that reflects the diverse makeup of the organization to the extent possible.
6. The oral board will create interview questions on an annual basis.
7. The oral board will make a recommendation to the Chief of Police following the process. When two (2) candidates are equal, seniority will be the determining factor in making the final recommendation to the Chief.

8. The highest-ranking member of the oral board will provide feedback to candidates if desired.

Closed and competitive positions include the following positions, which will have assignment periods of four (4) years with the Chief's option to extend said assignment for a maximum period of one (1) year or when no other employee with the necessary qualifications applies for the position. In the event no other employee applies for any of the listed positions, the Chief has the discretion to extend the employee currently in the position on an annual basis.

- CIS Officer and Sergeant
- Education Resources Officer
- Crime Stopper Officer
- Crime Prevention/ Gang Unit Officer
- Safety Education Officer
- Public Information Officer
- Traffic Specialist
- Neighborhood Police Officer

Other closed and competitive assignments include the following positions, which may have additional selection criteria as well as assignment periods determined by the Employer:

- Canine Officer
- Mounted Officer
- Canine/Mounted Sergeant
- Training Officer/Sergeant
- Task Force Officer 1 Detective/Sergeant

Classification seniority is defined as the amount of continuous service in a given rank or classification.

ARTICLE X AUTHORIZED LEAVE

A. Vacation Leave:

Employees shall be granted vacation leave with pay during the calendar year subject to the following terms and conditions:

1. Satisfactory employee completion of six (6) months probationary period. This provision may be waived to allow vacation scheduling for probationary training academy members. In such a case, the employee will be required to pay back the vacation time used, but not earned, if the employee is terminated prior to completion of six (6) months service.
2. Vacation leave which is not taken within the calendar year in which it was earned and prior to separation from service shall be deemed to have been waived, except:
 - a. With the permission of the Police Chief.

- b. When an employee successfully completes the original employment six (6) months probationary period in December or within the first six (6) months of the calendar year.
3. Vacation leave shall be accrued on the basis of continuous service, including periods of paid absence time. Authorized leave of absence without pay in excess of twelve (12) working days and periods of layoff shall not qualify as service time.
4. Vacation leave schedules shall be developed by the Employer and all such leave shall be subject to the staffing requirements of the City.
5. Initial vacation leave will be selected, on a seniority basis, in increments of a minimum of one (1) week. Such requests must be delivered to the respective work sections on or before the day the annual shift change takes place for the respective sections. The Employer will take all reasonable steps to notify employees of that specific date each year and to notify them as soon as possible of the status of those requests. For those employees entitled to more than one work week vacation, subsequent vacation leaves may be taken in one hour increments. Vacation leave may, at the option of the employee, begin on any day of the week. However, all vacation leave shall be subject to the staffing requirements of the City.
6. Vacation leave shall accrue at the rate of:
 - a. Ten (10) work days after one full year of continuous service, or,
 - b. Twelve and one-half (12-1/2) work days per year after completion of three (3) years of permanent continuous service, or,
 - c. Fifteen (15) work days per year after completion of seven (7) years of permanent, continuous full time service, or,
 - d. Seventeen and one-half (17-1/2) work days per year after completion of eleven (11) years of permanent, continuous full time service, or,
 - e. Twenty (20) work days per year after completion of fifteen (15) years of permanent continuous full time service, or,
 - f. Twenty five (25) work days per year after completion of nineteen (19) years of permanent continuous full time service.
 - g. Twenty-seven (27) work days per year after completion of twenty-seven (27) years of permanent continuous full-time service.
7. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned through a calendar year may be taken during such year. However, should an employee's service be terminated prior to the end of the year, he/she shall reimburse the City for any unearned leave he/she has taken. There shall be deducted from his/her last wages an amount sufficient for that purpose.
8. Eligible employees shall adhere to the existing rules of the Employer in applying for vacation leave.
9. Full vacation credit for the contract year in which an employee retires or dies.

10. Employees may elect to convert up to eighteen (18) days of his/her annual vacation or a combination of vacation and floating holidays to an amount of cash equivalent calculated on the regular earnings of said employee. The employee shall apply for such conversion option in accordance with Department procedure and such amount shall be paid in a manner determined by the Employer.

B. Sick Leave: All permanent full time employees shall be eligible for sick leave benefits for absence necessitated by illness; bodily injury (when not a Worker's Compensation case); exposure to contagious disease (when confirmed by a physician), and serious illness or death in the immediate family of the employee.

The term "immediate family" shall be defined as the employee's spouse or designated family partner (in accordance with reasonable rules and regulations adopted by the City for such designation of family partners, APM 2-37) and the employee's spouse's or family partner's Father, Mother, Father-in-law or Mother-in-law, Children, Step-Children, Foster-Children, Grandchildren, Grandparents, Brother, Sister, Brother in law, Sister in law, and employee's Step-parents. All such leave shall be subject to the following terms and conditions:

1. Sick leave shall be earned at the rate of one half (1/2) day per biweekly pay period of service, but shall not exceed thirteen (13) days earned in any calendar year.
2. Sick leave credits may be accumulated to a total not to exceed 150 days, except as provided in B(5), (6) and (7), of this Article.
3. During the original employment probationary period, permanent fulltime employees may draw in advance on the six (6) days sick leave credits which may be earned in the probationary period, provided such unearned leave shall be repaid to the City if the employee's service is terminated prior to the completion of the probationary period.
4. In order to qualify for sick leave, an employee shall:
 - a. Notify his/her supervisor in advance of the absence.
 - b. Keep his/her supervisor informed of conditions and estimated day of return to work.
 - c. Attendance is an essential function of any job. When the amount of sick leave used appears to have a pattern indicative of sick leave abuse, the employer may take the following steps to rectify the apparent problem.
 - 1) Request a meeting with the employee and, if the employee desires, the employee's personal representative. The purpose of this meeting will be to discuss the apparent pattern. Management will also present the employee with a written document describing the pattern and a clear directive to rectify the problem. The employee will be afforded the opportunity to respond to this document in writing.
 - 2) If, after this initial meeting, the apparent pattern of sick leave usage continues, the employer may request another meeting with the employee and, if the employee desires, the employee's

personal representative. At this meeting, management may issue written orders requiring the employee to provide a note from a medical professional when using sick leave for a period of time proscribed in the written orders.

- 3) If the employee fails to comply with the written orders, then the employee may be subject to discipline.

d. Apply for sick leave benefits in compliance with the rules of the Employer.

5. Employees who retire or who are disabled and who are eligible to receive Social Security benefits or Wisconsin Retirement Fund annuities or other public employment fund annuities shall receive the cash equivalent of up to one hundred percent (100%) of their accumulated unused sick leave credits, not to exceed 163 working days' compensation computed at the prevailing rate plus any longevity pay and educational incentive pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security Office or the Wisconsin Retirement Fund Board.
6. Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee.
7. Employees earning sick leave in excess of 150 days shall receive a 100% cash sum equivalent to the employee's regular salary for any unused excess days. Payment is to be made on the pay day immediately preceding December 15th.

C. Holidays: The following days are established as paid holidays for permanent full-time employees:

New Year's Day	01/01/2010; 01/01/2011; 01/01/2012
Martin Luther King, Jr. Day	01/18/2010; 01/17/2011; 01/16/2012
Easter Sunday	04/04/2010; 04/24/2011; 04/08/2012
Memorial Day	05/31/2010; 05/30/2011; 01/28/2012
Independence Day	07/04/2010; 07/04/2011; 07/04/2012
Labor Day	09/06/2010; 09/05/2011; 09/03/2012
Thanksgiving Day	11/25/2010; 11/24/2011; 11/22/2012
Day after Thanksgiving	11/26/2010; 11/25/2011; 11/23/2012
Christmas Day	12/25/2010; 12/25/2011; 12/25/2012
Four Floating Holidays	

The floating holidays are to be taken on a day selected by the employee, subject to the approval of the department head. Employees have the option of taking cash for the floating holiday as described in Section A, Paragraph 10.

All holiday leave shall be subject to the following terms and conditions:

In the event that any of the designated holidays fall on an off duty day, the employee shall be granted a day off at a time which is agreeable to the employee and the supervisor, or at the option of the employee, be granted payment equal to one day pay at his/her regular rate of pay.

D. Paid Leave Time: Employees shall receive eight (8) hours compensatory leave credit for December 24 and December 31. Such compensatory leave time shall be taken off at a mutually agreeable time or paid in cash at the option of the Employer.

E. Bereavement Leave:

1. Permanent full time employees shall be allowed up to three (3) work days leave with pay in the event of the death of such employee's spouse or designated family partner (in accordance with reasonable rules and regulations adopted by the City for such designation of family partners, APM 2-37) or the death of the employee's or the employee's spouse's or family partner's Great-grandparents, Grandparents, Father, Stepfather, Mother, Stepmother, Children, Stepchildren, Foster Children, Grandchildren, Brother, Sister, Brother-in-Law, and Sister-in-Law, to be used within two weeks of the qualifying death, funeral, or memorial service. Extensions to the two week limitation may be approved after written request to the Chief of Police or his designee.
2. In the event of the death of a member of the employee's family, other than those set forth in paragraph 1 of this section, leave may be granted at the discretion of the Police Chief and Personnel Director and such leave shall be charged against the compensatory time balance of the employee. In the absence of compensatory time, the leave may be charged to accrued sick leave.

F. Military Leave:

1. Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States, shall be granted a leave of absence not to exceed three (3) weeks or a period of fifteen (15) work days in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from schools.
2. Employees who are called to duty by reason of national or international civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed three (3) calendar weeks or a period of fifteen (15) work days.
3. Employees granted leave under paragraphs 1 and 2 of this section shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the Employer, in an amount equal to the difference.
4. Any employee who has exhausted his/her leave under X (F) 1 or 2 in any calendar year and who needs additional leave during the federal fiscal year that "overlaps" the last one-quarter of the calendar year may use any or all of the military leave available for the subsequent calendar year for purposes of such additional leave; provided, however, that no such employee may use more than the leave available in the subsequent year.

G. Jury Service Leave:

1. Employees who are called for jury service in any court of the State of Wisconsin or of the United States, shall be granted a leave of absence to serve as a juror.

2. Employees granted leave under paragraph one of this section shall be eligible for reimbursement of lost salary, subject to the following terms and conditions:

Where the fee paid for such jury service, exclusive of transportation expenses and meals is less than the salary paid by the City to such employee, for a comparable period of time, the City shall reimburse the employee for the loss occasioned by such difference.

H. Leave of Absence Without Pay:

1. The Chief of Police may, in appropriate circumstances, grant leave of absence without pay, limited to twelve (12) working days.
2. Leave of absence without pay in excess of twelve (12) working days, may be granted by the Chief subject to the written approval of the Human Resource Director.

I. Disability Leave of Absence: Those employees incurring disabilities not duty connected shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:

1. The employee shall apply for such leave, in writing, to the Chief of Police.
2. The employee shall submit a physician's report, including a statement regarding the nature of the disability and whether or not the employee is able to work.
3. The employee shall submit to the Chief of Police, a physician's statement of release for work before returning to work.
4. During such period of leave, the City will continue to make its normal contribution towards health insurance premiums.

J. Compensatory Leave: Employees who elect compensatory leave as the method of compensation for overtime work may be granted such leave in accordance with the following provisions:

1. All compensatory leave time shall be taken off at a time mutually agreed to by the employee and the Chief of Police.
2. Unused accrued compensatory time shall be paid upon termination of employment.

ARTICLE XI INSURANCE RETIREMENT

A. Health and Hospital Coverage:

1. For calendar year 2010, the City will contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among

- the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area plans.
2. For calendar year 2011, the City will contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area plans.
 3. For calendar year 2012, the City will contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area plans.
 4. The City will contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to ninety percent (90%) of the appropriate premium rates of the lowest bidder among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area plans for an employee who selects to retire and is eligible for Wisconsin Retirement fund benefits between the age of fifty (50) and fifty-four (54). Such contributions shall be discontinued when an employee reaches the age of fifty five (55).
 5. For calendar years 2010, 2011 and 2012, retired employees may, at their option, continue to participate in the health insurance plans referenced above. However, premiums for such insurance must be paid for by the retiree except as provided in paragraph 3 above.
 6. The provisions of Section 4 above as to the City contribution toward the monthly premium for family coverage or for single coverage shall:
 - a. survive the expiration date of this agreement;
 - b. represent the contribution basis for health care continuation from the expiration date of this agreement until the ratification of a successor agreement;
 - c. serve as the basis for the negotiation of a successor collective bargaining agreement, if any.
 7. Current bargaining unit employees who wish to enroll in a plan offered by the Wisconsin Public Employers Group Health Plan and who are required to enroll in the Group's "Standard Plan" for a specific period in order to obtain coverage shall have the full cost of a single coverage plan paid by the City during that period. Contributions by and on behalf of employees affected by this plan shall revert to the provisions set forth in Paragraph 1 through 6 above, during the next Dual Choice Enrollment.
 8. Registered Domestic Partners shall be covered for health insurance when any of the City's insurance carriers provide for such coverage provided; however, that any employee who desires such coverage must enroll in a program which offers that benefit.

9. Payment will be made of a one-time reimbursement for the three-month premium gap prior to retirement that occurs when an employee decides to utilize the City health insurance program, but must pay the excess beyond 105% of the Standard Plan until they get to the Dual Plan State. Payment will follow retirement and will not exceed the actual dollars spent by the employee.
10. Effective January 1, 2003, employees who have spouses or registered domestic partners who are employed by the city shall not be allowed to maintain two family coverage health insurance plans unless it can be shown that an otherwise eligible family member would not be covered or would not have access to a specialist without the dual coverage. Employees may continue to maintain individual single coverage plans or a single coverage plan and a family plan.

B. Life Insurance:

1. The City will provide a Life Insurance Program through the Lincoln National Life Insurance Company.
2. The City agrees to provide a life and total disability insurance benefit for all commissioned members of the Police Department, equal to two year's pay in addition to Worker's Compensation benefits. The City shall pay such individual employee premiums required for the purposes of such insurance. The 2 years' pay shall be determined by the amount certified for purposes of death or duty disability as outlined in the Memorandum of Understanding dated January 21, 2000 (included in the back of the contract).

Payment under the terms of the insurance shall be made in case of duty incurred death or total disability sufficient to cause the granting of pension under the respective pension programs.

C. Wisconsin Retirement Fund:

1. The City will contribute on behalf of the employees the full cost of the employees' share of contribution to the Wisconsin Employee Retirement Fund, unless otherwise specifically prohibited from doing so by statute.
2. The City will provide that employees may make additional contributions to the Wisconsin Retirement Fund through payroll deduction.

- D. Worker's Compensation: In the event any employee covered by the terms of this Contract is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at 90% of the employee's wage rate but in no event at less than the employee's pre injury net regular rate of pay. Said pay shall include his/her Worker's Compensation benefit and shall continue for a period not to exceed one hundred eighty (180) working days or thirty six (36) working weeks and during such period the employee is receiving full pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Contract, provided that no employee by reason of this paragraph shall receive pay for more than

fifty two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work.

- E. Income Protection Plan: The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained.
- F. Dental Insurance: The City will make available a payroll deduction for dental insurance. The deducted amount will be for 100% of the premium as indicated by the provider. There will be no City contribution towards the premium. The City will make no representation as to benefits provided or premium rates.
- G. Post Employment Health Plan: Beginning with the pay period that includes January 1, 2008:

The City will make a twenty-eight dollar and forty-three cent (\$28.43) contribution each pay period into a Post Employment Health Plan (PEHP) for each eligible employee. The PEHP Plan, selected by the Union, will specify plan benefits, limitations, eligibility requirements and enrollment procedures.

Employees who meet the criteria to retire under the Wisconsin Retirement System (WRS) will, upon retirement, have fifty percent (50%) of their unused sick leave accrual applied to the Post Employment Health Plan.

The Union shall be responsible for selecting the administrator of the plan and for the general financial operation of such. The City will be held harmless in the administration of the plan, and from making any additional individual contributions to the plan during the term of the contract. Beginning with the start of the 2005 wage increase, and each year thereafter, the amount will be adjusted by the percentage of wage increase negotiated. For example, with the 3.0% wage increase on January 1, 2008, the amount is increased to \$28.43. On January 1, 2009, the amount is increased to \$29.28 (3%**). On December 11, 2011, the amount is increased to \$30.16. On December 9, 2012, the amount is increased to \$30.76.

- H. Domestic Partner Health Insurance: The City shall reimburse employees for health insurance premiums paid for qualified domestic partners on the following basis:
 - 1. To qualify for reimbursement for health insurance premiums paid by a domestic partner, the employee and partner shall be:
 - a. In a relationship of mutual support, caring and commitment and intend to remain in such a relationship in the immediate future; and
 - b. Not related by blood closer than would bar marriage in the State of Wisconsin; and
 - c. Not married or legally separated and if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and
 - d. Neither domestic partner is currently registered in a domestic partnership with a different domestic partner and, if either partner has previously been registered as a domestic partner in a domestic partnership, at least six (6)

months have elapsed since the effective date of termination of that registration; and

- e. Eighteen (18) years of age or older; and
- f. Competent to contract; and
- g. Occupying the same dwelling unit as a single, non-profit housekeeping unit, whose relationship is of permanent and distinct domestic character; and
- h. Not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
- i. Jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of:

- 1) Designation of Domestic Partner as primary beneficiary in either my or my Domestic Partner's will, or life insurance, or retirement plan

OR

- 2) Two (2) of the following:

- Joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills
- Durable property or health care power of attorney
- Joint ownership of motor vehicle
- Joint checking account or joint credit account

2. Change in Domestic Partnership: The employee agrees to notify the City of Madison Human Resource's Department within thirty (30) days if any eligibility requirements listed above and certified by the employee on a form provided by the City are no longer satisfied which would make the Domestic Partner no longer eligible for the City of Madison Health Insurance Premium Reimbursement Plan. If the Domestic Partner relationship terminates, a subsequent registration of Domestic Partnership can be filed six (6) months after a Termination of Domestic Partnership letter of the previous partnership has been submitted to the City of Madison Human Resources Department.

3. Acknowledgment: Employees applying for this benefit shall certify that:

- a. Their domestic partner does not have access to any employer sponsored health insurance (i.e., where the Employer would pay at least fifty percent (50%) of the cost). Any such access must be reported immediately and will serve to negate their domestic partner's eligibility for this benefit.
- b. The benefits for their Domestic Partner using this registration will remain in effect as long as they remain an active City employee and continue to meet the health insurance eligibility requirements or until alternative health insurance coverage is provided through the State of Wisconsin Insurance Board and that the percentage level of City contribution shall be consistent with that established for the employee.

- c. The filing of false, inaccurate, or misleading information, or the failure to correct any such information which may result in the repayment of unauthorized benefits, may subject the signing employee to discipline, and may result in other legal and/or financial penalties as provided by law.
 - d. The City of Madison retains the right to verify, at any time, any and/or all of the information set forth in the registration.
 - e. This registration affects only health insurance benefits. The sick leave, bereavement leave, and family leave benefits to City employees registered with the Human Resources Department remain the same and unaffected by this registration.
 - f. That it is the employee's responsibility to periodically (not more frequently than monthly) request said reimbursement through the appropriate form available from the Human Resources Department.
4. The City of Madison will reimburse qualifying employees for the amount of the premium paid by their qualified domestic partner, but no more than an amount equal to the difference between 105% of the cost of the lowest family plan health insurance option and 105% of the cost of the lowest single plan health insurance option. Permanent part-time and hourly employees are eligible for this benefit based on the pro-rated share that the City pays for their health insurance. Reimbursements will be made on the City employee's payroll check and withholding will be taken for federal, FICA, Medicare and State tax purposes.

ARTICLE XII UNIFORMS AND EQUIPMENT

- A. Subject to the rules of the Police Department, the City shall provide the original complete uniform and equipment, with the exception of the duty handgun(s), to all new employees. The City also shall provide all necessary or uniform equipment as determined by the Chief, for employees assigned to specialized units, including, but not limited to the Emergency Response Team, Special Events Team, Honor Guard, Arson Unit, Motorcycle Unit and Canine Services Unit. These items will remain the property of the City for the first five (5) years of employment. Items obtained through the employee's uniform and equipment account shall remain the property of the individual employee.
1. Exceptions:
 - a. All uniform and equipment items purchased for new employees by the City or through an employee's uniform account must be returned if the employee terminates employment with the City within five (5) years of the date of hire, regardless of the reason. The Captain of Personnel and Training maintains a current list of items.
 - b. All members who retire from active service must return specific equipment items to the City upon retirement. These items include the following:
 - 1) Department Identification Card(s)
 - 2) Department access card
 - 3) Pager (if issued)
 - 4) Cell phone (if issued)

- 5) Portable radio
 - 6) City he1 card(s)
 - 7) All issued keys (traffic box, jail elevator, other Medeco)
 - 8) Policy Manual or disk
 - 9) Basement parking bar code (if issued)
 - 10) Any specialized equipment issued to the employee
2. Maintenance: The City shall contribute 100% of the annual uniform expense of any member required to wear a uniform in their primary duty assignment, not to exceed \$500 per year. Individual employee accounts may be accumulated over a period of three (3) years, but shall not exceed a maximum accumulation of \$1,000.
3. Damage:
- a. The City shall replace each employee's uniform item or piece of equipment damaged as a result of the performance of his/her duty, however, work related equipment not issued by the Department will remain the responsibility of the employee, and no repair or replacement will be made at Department expense except as provided for within this contract. Department approved personally owned firearms that are damaged or destroyed while on duty may be repaired or replaced at the sole discretion of the employer on a case by case basis. The denial of a repair or replacement shall not be subject to the grievance process. All worn out or lost uniform and equipment items shall be paid for out of the employee's uniform and equipment account.
 - b. All worn out or lost uniform and equipment items shall be paid for out of the employee's uniform and equipment account.
4. Clothing Allowance:
- a. In lieu of the uniform provisions provided by this Article and subject to the approval of the Chief of Police, any member not assigned to wear a uniform by virtue of their primary assignment, shall receive a clothing allowance of sixty five dollars (\$65) per month.
 - b. Members who receive the monthly clothing allowance must pay for all uniform and equipment items out-of-pocket, since this allowance is meant to cover these expenses, unless there are remaining funds in the officer's uniform account during the year that the employee switches over to a monthly clothing allowance. Since each commissioned member is expected to have a full military-style Police uniform available for immediate use, any remaining funds in the officer's uniform account will be set aside and may be used by the employee to purchase approved uniform items until that money is exhausted. Once the money is exhausted, the employee is responsible for maintaining a military-style uniform and full duty belt and equipment at their own expense.
- B. Uniform item requests shall require sufficient funds in the individual employee's account. Items requested shall be from among those approved by the Chief of Police. The Department Purchasing Clerk will issue a list of authorized uniform account items by February 1st of each year. The selection and quantity of approved items selected will be

at the discretion of the individual employee with the following limitations on an annual basis:

- One (1) pair of binoculars
 - One (1) multi-lock tool
 - One (1) knife
 - Two (2) flashlights
 - One (1) equipment bag
 - Two (2) sweaters
1. An officer must have the approval of their Captain to exceed the limits described above, based upon an extenuating circumstance. The Captain will review each officer request and provide written authorization, when appropriate, to the Police Department Purchasing Clerk.
 2. Duty weapons may not be purchased with the uniform and equipment account.
 3. Approved uniform items for all employees shall include, but not be limited to, uniform outerwear suitable for climatic conditions (hats, jackets, sweaters, gloves and boots) and general uniform items (shirts, pants, name tags, badges, shoes and belts).
 4. Other uniform items may be approved for employees when they are assigned to a specialized unit.
 5. Approved equipment items for all employees shall include, but not be limited to, items routinely used in the course of duty including duty belt, ammunition pouches, and other gear designed to carry equipment on the duty belt, handcuffs, baton, flashlights, equipment bag, duty handgun accessories (magazines, speed loader and repair parts), and practice ammunition sold through the front counter. Business cards may be charged to the Uniform Account through approved City process when ordered at the "Group" rate.
 6. The Employer shall provide a subsidy of \$550.00 for bullet-proof vests for all bargaining unit members whose vests require replacement due to normal wear and tear. The difference between the cost of the vest and this subsidy can be taken from the uniform account by the employee when adequate funds are available.
- C. All employees, when they reach the age of 40, may elect, on a one-time basis, to receive a clothing allowance for up to three (3) consecutive years, in lieu of the Uniform and Equipment Account, provided they notify the employer in writing at least six (6) months prior to the January 1st of the year they wish to elect this option. The dollar amount for this option will be the same as provided in A(4).

ARTICLE XIII SUPPORTING SERVICES

- A. Electronic Locking Devices: The City will provide in appropriate vehicles electronic locking devices to allow for the safe storage of weapons.

- B. Stenographic Support: The City, when possible and reasonable, will attempt to provide stenographic support for the Patrol and Traffic Teams on a twenty four (24) hour per day, seven (7) days per week basis.
- C. Vehicle Allowance: Employees who may on occasion be required by the City to use their own automobiles for City business shall be provided the IRS Rate, except for employees using their personal vehicle for attending specialized training who shall receive twenty-two (22) cents per mile.
- D. Bus Pass Subsidy: For the exclusive use of employees who purchase one of the bus passes specified below and who utilize such pass for their mode of transportation to and from work, the Employer shall provide a subsidy for such employees toward the cost of such bus passes as provided in the following schedule:

Madison Metro Passes	Employer Subsidy
Commuter Pass	\$15.00
Monthly Pass	\$15.00
Adult QUIK-TIX Tickets	\$7.50

- E. Contract Printing: The City shall provide for the typing and printing in book form of a sufficient number of copies of the Agreement that all members of the bargaining unit will receive a copy. The Association shall arrange for distribution of the copies. The City and the Association shall share equally the cost of typing and printing the copies of the contract.

ARTICLE XIV AID TO CONSTRUCTION OF PROVISIONS OF CONTRACT

It is intended by the parties hereto that the provisions of this Contract shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon the Common Council.

ARTICLE XV SAVINGS CLAUSE

If any article or section of this Contract, or any addenda thereto, shall be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Contract and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of negotiating a substitute clause for such Article or section.

ARTICLE XVI OTHER RIGHTS RESERVED

Notwithstanding any other provisions of this Contract to the contrary, the City and the Association reserve the right to enforce any other legal rights to which they are entitled.

ARTICLE XVII LEGAL PROTECTION

A. Attorney Fees:

1. In the event an employee is proceeded against or is the defendant in an action or special proceeding in his/her official capacity, or arising out of his/her employment by the City, the City agrees to pay all reasonable attorney's fees required by the provisions of Sec. 62.115, 895.46 and/or 895.35 of the Wisconsin Statutes governing the obligations by the City to such employee, except in the event the action or special proceeding is brought by the City against the employee, and provided, however, in any event, the City Attorney shall determine whether legal counsel shall be furnished to such employee by the City Attorney or his/her designee.
2. In the event an action or special proceeding is prosecuted by a third party before the Police and Fire Commission, the City agrees to pay reasonable attorneys' fees provided the employee is found by the Police and Fire Commission to have acted within the scope of his/her employment and the employee is exonerated by the Police and Fire Commission of all charges or the charges are otherwise dismissed or withdrawn.

- B. Compensatory Damages: For intentional torts the Employer agrees to pay up to \$5,000 each person and \$25,000 each incident for compensatory damages which an employee may become legally obligated to pay because of personal injury, bodily injury and/ or property damage committed within the scope of his/her employment, for which such employee may be held liable to the party injured in an action at law, suit inequity, or other property proceeding for redress. Personal injury shall be defined as false arrest, erroneous services of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, violation of property rights or deprivation of any rights, privileges or immunities secured by the Constitution and laws of the United States of America. Bodily injury shall be defined as bodily injury, sickness or disease sustained by any person or persons accidentally caused by an act of an employee. Property damage shall be defined as damage to or destruction of property including loss of use thereof. In cases involving judgments in excess of the above mentioned limits, employees may seek further relief according to the provisions set forth in City Ordinance Sec. 3.41.

ARTICLE XVIII NOTICE

All written notices sent by the Association to the City shall be directed to the Labor Relations Manager.

All written notices sent by the City to the Association shall be directed to the Association Secretary.

ARTICLE XIX MAINTENANCE OF BENEFITS

It is agreed by the parties that all benefits authorized by this Contract or ordinances of the City of Madison or resolution of the City Council of the City of Madison which are not specifically referred to or modified by this Contract shall be maintained in the same manner.

It is further agreed and understood by the parties that this particular provision is subject to any and all rights retained by the Employer as spelled out more fully in Article V (Employer Rights).

ARTICLE XX PROMOTIONAL PROCEDURES

A. Definition: Except as otherwise specifically provided in any Memorandum of Understanding between the parties for the period of that Memorandum, the following promotional procedures shall apply: A promotion shall be defined as the movement of any employee from one job classification to a higher job classification with a higher salary range within the bargaining unit.

B. Eligibility Requirements for Promotion:

1. Eligibility Requirements for the Rank of Detective or Investigator: Four (4) years or more Police Officer experience with MPD from the date of hire to the starting date for the investigative academy.

2. Eligibility Requirements for the Rank of Sergeant:

- a. Five (5) years or more experience as a Police Officer on MPD before the starting date for the Leadership Academy or,
- b. Four (4) years or more experience as a Police Officer on MPD and one (1) year or more experience as a MPD Detective or Investigator before the starting date for the Leadership Academy.

C. Description of the Eight-Step Promotion Process:

Step 1: Announcement:

- a. Captain of Personnel and Training determines the number of anticipated vacancies in each rank on an annual basis.
- b. Formal announcement of the number of projected vacancies for each rank (and the subsequent size of each panel) and publication of the dates and times of the Leadership and Investigative Academies. This announcement will include a request for personnel intending to compete in the process to submit a buckslip formally declaring their intention to compete.
- c. Eligible personnel submit a buckslip to the Captain of Personnel and Training expressing their intention to compete in the promotional process and the rank for which they intend to compete.

Step 2: Screening Process for Admission to the Leadership or Investigative Academy

- a. Current Supervisor submits input, based on the employee's performance in the last twelve (12) months, to the Captain of Personnel and Training by completing the appropriate form.
- b. Candidates who are eligible to attend either the Leadership or Investigative Academy on-duty are identified and notified with the publication of a formal eligibility list prepared by the Personnel and Training team.
- c. Eligible candidates submit a résumé to the Captain of Personnel and Training, who distributes it to members of the oral interview board for each rank.

Step 3: Successful Completion of the Leadership or Investigative Academy

- a. Personnel and Training coordinate and offer Leadership Academy, consisting of the following two parts for the ranks of sergeant and lieutenant.
 - 1) General quality improvement methods and leadership skills.
 - 2) Technical competence skills that are rank specific.
- b. Personnel and Training coordinate and offer Investigative Academy, consisting of the following two parts for the ranks of detective and special investigator.
 - 1) General quality improvement methods.
 - 2) Technical competence skills that are rank specific.
- c. Promotional candidates attend appropriate academy, while on duty, and must successfully complete written pass/fail and practical exams associated with the academy they are attending.

Step 4: Formation of the Promotional Boards for each rank.

- a. Captain of Personnel and Training Team announces the formation of promotional boards for each rank and solicits interested promotional board nominees.
- b. Members of the Personnel and Training Team put together the promotional boards, consisting of five (5) people for each board, based on the following compositional criteria for each rank:
 - 1) Investigator Board
One lieutenant.
One sergeant from the identification lab.
One police officer.
One investigator.
One outside representative who is a resident of the City of Madison.
 - 2) Detective Board
One lieutenant from the detective team.
Two detectives or detective supervisors (or one of each).

- One police officer.
- One outside representative who is a resident of the City of Madison.
- 3) Sergeant Board
 - One lieutenant.
 - One sergeant.
 - One detective supervisor, detective or investigator.
 - One police officer.
 - One outside representative who is a resident of the City of Madison.

These selections will be reviewed and approved by the Chief of Police. The outside representatives must be somebody from outside the department who is familiar with the values and philosophy driving Leadership and Quality Improvement methods.

Step 5: Oral Interviews

- a. The Captain of Personnel and Training Team schedules oral interviews for each eligible promotional candidate.
- b. Promotional boards conduct oral interviews.

Step 6: Identification of Panels for Each Rank

- a. Promotional board reviews résumés and results of oral interviews.
- b. Promotional boards evaluate and compare candidates within each rank to each other. Seniority will be considered and weighed favorably in the evaluation of each candidate.
- c. Promotional boards identify the panels for each rank, consisting of the number of annual anticipated vacancies in the rank, plus three (3), with no movement onto panels allowed after a promotion.
- d. Highest ranking person from MPD on each promotional board provides feedback on request to any candidate that did not make the panel.

Step 7: Individual(s) Promoted

- a. Chief makes promotion from panel. Permanent promotions are subject to approval of Board of Police and Fire Commissioners.
- b. The panel expires after a period of one (1) year unless extended by the Chief of Police.
- c. After the panel expires, the Chief of Police provides feedback to all members of panels who did not get promoted.

Step 8: Promotion becomes permanent after candidate successfully completes probationary period.

- C. A standing committee shall be created to review the Department's promotional procedures as they affect bargaining unit employees. The committee shall consist of three persons selected by Management and three persons selected by the MPPOA. All MPPOA committee members are to be in pay status during any meetings of the committee.

ARTICLE XXI DISCIPLINE

The Chief of Police or his/her designated representative shall have the right to discipline for just cause. Written notice shall be provided to the affected employee(s) at the time the disciplinary action is taken. This notice shall include the reason(s) for such action and the penalty to be imposed. Probationary employees shall not have the right to appeal through the grievance procedure any disciplinary actions or discharge occurring during the first eighteen (18) months of their employment.

ARTICLE XXII
DURATION OF AGREEMENT

Except as otherwise provided, this agreement shall be effective and retroactive from January 1, 2010 through December 31, 2012.

All calendar dates in the expired 2010-2012 agreement will be adjusted to reflect the above provision.

Dated at Madison, Wisconsin, on this _____ day of _____, 2011.

CITY OF MADISON

MADISON PROFESSIONAL POLICE
OFFICERS ASSOCIATION

MAYOR

PRESIDENT

COMPTROLLER

VICE PRESIDENT

CITY CLERK

SECRETARY

LABOR RELATIONS MANAGER

TREASURER

Approved as to form only, on this _____ day of _____, 2011.

CITY ATTORNEY

APPENDIX A EDUCATION AND INCENTIVE PROGRAM AND PAY PLAN

- A. Introduction: The role of the municipal law enforcement agency is constantly undergoing rapid changes. These changes are being brought about because of public demand. Because of the complexities of the duties of law enforcement today, higher standards are needed. There is a continuing need to induce college-trained persons to enter the police field. To recruit the college-trained personnel, incentive pay program goals should be attainable primarily through continuous training and education.

The following program provides technical police training, which can be provided by the departments, in conjunction with formal and advanced education acquired at institutions of higher learning. Through this approach, it is believed that police personnel can increase their effectiveness with the changing role of police in today's society.

B. General Information:

1. Eligibility for Tuition Reimbursement: Successful completion of the pre-service academy and all field training phases.
2. Eligibility for Educational Incentive Pay:
 - a. All commissioned personnel through the rank of Sergeant will be eligible for incentive pay after forty-two (42) months of service, provided that they have met the other requirements of the program. Approved leaves of absence do not reduce already credited months of service, but additional months do not accrue during the leave.
 - b. Attainment of required incentive pay point totals, as outlined in Section III.
3. Incentive pay will be provided as a percentage above the basic salary (not including longevity) for each individual eligible. It is recommended that there be eight (8) incentive salary steps above the basic salary, as outlined in Section III.
4. The basis for qualifying for incentive pay shall include both formal education and qualifying specialized training.
5. Approved courses previously taken by members of the department at various institutions of higher learning will count toward the points required to achieve incentive salary levels. Credit for approved seminars, applicable military courses, short courses, and other appropriate courses, above the basic level, and previously taken, will be given as outlined below, with proof of satisfactory completion of such courses to be furnished by personnel seeking such credit. No expenses shall be reimbursed for courses taken prior to the inception of this program. The following guidelines were approved for the initial implement of the program:
 - a. The term "above basic level" means above minimum departmental requirements.
 - b. Additional vocational school courses, including those with non-transferable as well as transferable credits, would be given full credit value as advised by the school attended. Vocational courses and military

courses taken which are non-accredited would be evaluated on the formula of 1/48 point per hour of attendance.

- c. Required on-the-job-non-military training in prior vocations will not be credited unless it is shown that the subjects taken could be vocational school accredited and so certified.
6. Tuition costs for approved courses as defined in the contract bargaining agreement at institutions of higher learning, including those named in the collective bargaining agreement, will be paid for by the City, for those personnel who take such courses while working full-time for the Police Department. Such tuition payments will be refundable to the personnel involved upon presentation of evidence of satisfactory completion of the courses. The cost of books and other supplies, if any, will be born by the person involved, who will retain ownership of the books and supplies. One hundred percent (100%) of the tuition will be reimbursed upon satisfactory completion of the course, with credits awarded by the institution.
7. Administrative control of this program, including, but not limited to, the approval of courses, credits given or earned, tuition payment, etc. will rest with the Police Chief. It shall be the responsibility of the Chief to make sure that any member of his/her department who is participating in this incentive program does so without any interference with the normal duties expected of Madison police officers. Subject to the grievance arbitration similar to other contract provisions, the Police Chief shall be the final authority for decisions affecting the program, of his or her department.
- C. Incentive Pay Program: Advancement to each of the incentive salary steps shall be on a point system as follows:

Increase Above		
Incentive Step	Basic Salary	Points Required
8th	22%	Graduate Degree
7th	18%	B.A. or B.S.
6th	16%	150 Points
5th	15%	96 College Credits or 130 Points
4th	12%	85 Points
3rd	9%	45 Points
2nd	6%	25 Points
1st	3%	15 Points

It should be noted that unless a person has a college degree, the 6th step, or 16%, is the limitation of his or her advancement under this program.

Points shall be awarded on the following basis:

1. A 22 percent level for a graduate degree (beyond the Bachelor's Degree).
2. An 18 percent level for a B.A. or B.S. degree.

3. A 15 percent level, for three years (96 college credits) of completed higher education.
 4. Seventy points for an Associate Degree.
 5. On point for each approved semester hour credit obtained, either in residence or by correspondence, in a college, technical institute, or other institution of higher learning.
 6. One point for each full year of service in the department, to be given on each officer's anniversary date, with no further breakdown being made.
 7. 1/16 of a point for each class hour at approved seminars, short courses, etc., conducted by state, federal, or other training agencies, outside the in-service training programs of the departments.
- D. Conclusion: The intent of this document is not to diminish any benefits by the MPPOA members by contractual obligation or established past practice(s). Management shall reserve all of their established prerogatives as well. This document is intended to clarify management rights and contractual obligations.

APPENDIX B DRUG AND ALCOHOL TESTING PROGRAM

A. Policy:

The City of Madison and MPPOA, recognize that illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, and misuse of alcohol by employees are threats to the public welfare and the safety of departmental personnel. It is the goal of this program to eliminate illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, and the misuse of alcohol through education, treatment, rehabilitation, and as appropriate, discipline of the affected personnel consistent with the provisions of this program. The unlawful manufacture, distribution, dispensing, possession, possession with intent to deliver illegal drugs/controlled substances, or illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, or misuse of alcohol is prohibited.

Nothing herein shall preclude the employer from establishing and enforcing its rules, regulations, policies and/or procedures. This program supplements existing work rules.

B. Informing Employee About Drug and Alcohol Testing:

All employees shall receive a copy of and be fully informed of this drug and alcohol testing program. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform employees on how the tests are conducted, what the test can determine and the consequences of testing positive for illegal drugs, controlled substances, or use of prescribed drugs other than as prescribed, or for testing positive for alcohol while on duty. All newly hired employees will be provided with this information during the Recruit Academy. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign a consent and release form. Failure or refusal to do so is a violation of this program.

C. Employee Testing:

1. Reasonable Suspicion Testing. A reasonable suspicion test may be based on the following: Specific, contemporaneous, articulable observations of a trained supervisor or trained City official concerning the appearance, behavior, speech or body odors of the employee resulting in the reasonable belief that the employee is using, under the influence of alcohol or illegal drugs/controlled substances or has misused prescription drugs while on duty. Such observations may include but are not limited to one or more of the following:

- a. Slurred speech
- b. Odor of alcohol
- c. Inability to walk in a straight line; staggered gait
- d. Exaggerated, excited state of emotions
- e. Bizarre or erratic behavior
- f. Rapid, dramatic mood swings

- g. Observation of the ingestion or possession of alcohol or a controlled substance as defined herein during working hours, or while on City property, or while operating a City vehicle off-duty or personal vehicle for City business or while representing the City.

When the Employer believes, based upon objective and articulated factors, that the employee, whether on or off duty, has possessed, used, manufactured, dispensed, distributed, or sold any illegal drug or controlled substance not prescribed by a licensed physician, or used a prescribed drug other than as prescribed, the employee may be immediately placed on administrative leave with pay and may be subject to discipline up to and including discharge. The following evidence shall be required to make such a determination:

- a. Reliable evidence of drug use, possession, distribution on or off premises or on or off-duty, provided by a law enforcement officer and documented in an officer's report.
 - b. Reliable evidence of drug use, possession, distribution on or off premises or on or off-duty, provided by a reliable and credible source, which has been independently corroborated by a third party.
 - c. Possession of paraphernalia normally associated with improper, unauthorized or illegal use of controlled substances as provided in paragraph (a) or (b) above.
2. Post Accident Testing. An employee will be tested for illegal drugs/controlled substances and/or alcohol after involvement in a fatal or serious bodily injury accident while on-duty. A serious bodily injury accident includes any bodily injury which creates a substantial risk of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily injury.
 3. Return-to-Duty Test. A return-to-duty test is an alcohol and drug test administered prior to an employee being permitted to return to duty, when the employee has violated this program. The employee may not return to duty without a negative test.
 4. Follow-Up Test. A follow-up test is an alcohol and drug test administered to an employee who has violated the prohibitions of this program and who has been permitted to return to duty after passing a return-to-duty alcohol and drug test. The number and frequency of any such tests shall be determined by the Substance Abuse Professional, and shall consist of at least six tests in the first 12 months following the employee's return to duty. Follow-up testing shall not exceed 60 months after the employee's return to duty. The Substance Abuse Professional may terminate such tests at any time after the first six tests have been administered if s/he determines the tests are no longer necessary.
 5. Specimen Collection will be completed in accordance with Mayoral APM 2-23.
- E. Drug Testing will be completed in accordance with Mayoral APM 2-23.
 - F. Alcohol Testing will be completed in accordance with APM 2-23.

G. Medical Review Officer:

The Medical Review Officer must be a licensed physician with a knowledge of substance abuse disorders." The Medical Review Officer shall be familiar with the characteristics of the drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and the work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have been caused by legally prescribed medication.

H. Laboratory Results:

The laboratory will advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to the Human Resources Director by the Medical Review Officer once he/she has completed his/her review and analysis of the laboratory's test. The Human Resources Director will make every effort to keep the results confidential, consistent with the Wisconsin Open Records law. The Human Resources Director may release test results to the parties and to an adjudicator as part of an arbitration or other legal proceeding.

I. Testing Program Costs:

The Employer shall pay for all costs involving the initial and confirmation drug and alcohol testing as well as the expenses incurred from the Medical Review Officer. The Employer shall also reimburse each employee for his or her time and expenses, including travel time incurred, if any, related to off-duty testing, involved in the testing procedure. If the employee requests that the split drug specimen be tested, the cost of the split specimen test shall be paid by the employee. If the test of the split specimen does not reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the employee shall have any paid leave used after the initial positive test restored and shall be reimbursed for the costs associated with having the split specimen tested.

J. Voluntary Rehabilitation Program:

Employees who have an alcohol issue or a drug issue which does not include the unlawful manufacture, sale, distribution, dispensing or possession with intent to deliver illegal drugs/controlled substances and who were not already under investigation for possible criminal activity or violation of a Department Rule and who voluntarily come forward and ask for assistance shall not be disciplined for coming forward. However, if it later becomes known that the employee was under any investigation at the time the employee came forward, the provisions of this section shall not apply. An employee may voluntarily enter rehabilitation without a requirement for prior testing. The employee shall authorize the Substance Abuse Professional to advise the Human Resources Director of the employee's progress in rehabilitation. The treatment and rehabilitation costs shall be paid for by the employee's insurance program. Such employees will be allowed to use their accrued and earned leave, exchanges, or unpaid leave 'for the necessary time off

involved in the program. If the Substance Abuse Professional advises the Human Resources Director that the employee requires additional treatment beyond what was originally recommended, the employee shall be solely responsible for any costs not covered by insurance. Due to the significant interest of the public, the City and Department personnel in protecting the welfare and safety of all, the employee in rehabilitation under this section shall not be permitted to return to regular duty unless and until the treating Substance Abuse Professional informs the Human Resources Director that the employee can safely perform all of his or her duties.

However, any employee who does not voluntarily come forward under this section and tests positive for illegal drugs/controlled substances under the procedures contained in this Agreement or who tests positive for alcohol while on duty or otherwise violates this program may be subject to discipline up to and including termination according to the Department Rules and Regulations.

K. Duty Assignment:

Following a determination by a Substance Abuse professional that the employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of illegal drugs or misuse of controlled substances, the employee shall comply with all requirements prescribed by the Substance Abuse Professional and shall remain in compliance with any and all prescribed and recommended rehabilitation and/or treatment programs.

If the employee has violated the illegal drugs/controlled substances prohibitions he or she shall undergo it return-to-duty drugs/controlled substances test with a result indicating a verified negative result for drugs/controlled substances use and the Substance Abuse Professional shall inform the Human Resources Director that the employee may safely perform his/her regular duties before the employee may return to duty.

L. Right of Appeal:

The employee has the right to challenge the results of the drug or alcohol tests in the same manner that any other Employer action under the terms of this agreement is grievable. The employee has the right to appeal any discipline imposed before the Madison Board of Police and Fire Commissioners.

M. Employer Responsibility.

This drug and alcohol testing program was initiated at the request of the Employer. The Employer assumes sole responsibility for the administration of this program and shall be solely liable for any legal obligations and costs arising out of the administration of this program by City personnel.

N. Discipline.

Just cause for discipline up to and including discharge may be established when an employee engages in any conduct in violation of the provisions of this program or when an employee uses illegal drugs or misuses controlled substances, or uses prescription drugs other than as prescribed, or misuses alcohol in violation of this program or refuses

to submit to testing. Failure to cooperate with the Substance Abuse Professional and to comply with any required evaluation by a Substance Abuse Professional, failure to comply and remain in compliance with any and all prescribed or recommended rehabilitation and/or treatment programs, or testing positive for a different illegal drug or controlled substance during a treatment program may establish just cause for discipline up to and including discharge.

O. Changes in Testing Procedures:

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures which provide more accurate testing or if regulations required to be followed by the laboratories change, any such change will be incorporated into this program only upon the agreement of the parties.

P. Conflict With Other Laws:

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under federal, state, or local laws.

Q. Definitions:

Alcohol: Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Concentration (or Content): Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol Use: Alcohol use means the consumption of any beverage, mixture, or preparation, including medication, containing alcohol.

Breath Alcohol Technician (BAT): A Breath Alcohol Technician is an individual who instructs and assists individuals in the alcohol testing process and operates the evidential breath testing device.

Confirmation Test:

1. For alcohol testing, a confirmation test means a second test following a screening test with a result greater than 0.00 that provides quantitative data of alcohol concentration. Confirmation of the screening test must be by an Evidential Breath Testing (EBT) device listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and must be capable of printing out each test result and air block, and must sequentially number each test.
2. For drugs/controlled substances testing, a confirmation test means a second analytical procedure to identify the presence of a specific drug or drug metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. (Gas Chromatography/Mass Spectrometry (GC/MS) is the authorized

confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine).

Evidential Breath Testing Device (EBTI): An evidential breath testing device is a device approved by the National Highway Traffic Safety Administration (NHTSA) and placed on the NHTSA's Conforming Products List and is used for the evidential testing of breath.

Follow-Up Test: A follow-up test is an alcohol and/or drug/controlled substances test administered to an employee who has violated the prohibitions of this policy and who has been permitted to return to duty after passing a return-to-duty alcohol and/or drug/controlled substances test.

Medical Review Officer (MRO): A Medical Review Officer is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Refusal to Submit (to a Drug, Alcohol or Controlled Substances Test):

1. An employee fails to provide an adequate amount of breath during testing without a valid medical explanation after he or she received notice of the requirement for breath testing.
2. An employee fails to provide adequate urine for drugs/controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing.
3. An employee fails to be readily available for post-accident testing.
4. An employee fails to report to, and undergo alcohol and drugs/controlled substances testing, at a collection site as required.

Return-To-Duty Testing: A return-to-duty test is an alcohol and/or drugs/controlled substances test administered prior to an employee being permitted to return to duty, when the covered employee has violated this policy.

Screening Test (also known as Initial Test):

1. In alcohol testing, a screening test means an analytical procedure to determine whether a covered employee may have a prohibitive concentration of alcohol in his or her system.
2. In drugs/controlled substances testing, a screening test means an immunoassay screen (or other DHHS-approved test) to eliminate "negative" urine specimens from further consideration.

Substance Abuse Professional (SAP): A substance abuse professional is a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or addiction counselor (certified by the National Association

of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drugs/controlled substances-related disorders.

EMPLOYEE ACKNOWLEDGMENT
OF NOTIFICATION OF DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of and have been duly informed about the Police Department's Drug and Alcohol Testing Program (the Program) and related procedures, which are contained in the collective bargaining agreement (the Agreement) currently in effect between the Madison Professional Officers Association (MPPOA) and the City of Madison (the City). I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed about how drug and alcohol tests are conducted, what those tests can determine, and the consequence of violating the Program.

I also have been informed of the City's Employee Assistance Program (the EAP). I understand that if I voluntarily come forward under Section 10 of the Program and ask for professional assistance to deal with a drug use or alcohol misuse issue, I will not be disciplined by the Employer, provided that there are no aggravating circumstances present, as described in the Agreement. I understand how drug/alcohol test specimens are collected and further understand that these specimens are subjected to medical tests that are conducted under the auspices of a Medical Review Officer (the MRO), as defined in the Agreement. I understand that the MRO will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the MRO to review my status, my medical history, and any relevant biomedical factors prior to the Human Resources Director being informed whether the test results are positive or negative. I also acknowledge that I will be asked, as a condition of my continued employment, to sign a Consent to Release of Information relating to my test results and about me as provided in the Agreement.

I understand that a confirmed positive drug or alcohol test result will result in my referral to a Substance Abuse Professional under the Program. Finally, I understand that a violation of the provisions of the Program or my testing positive for drugs on or off duty or for alcohol while on duty may establish just cause for discipline up to and including discharge from the Department.

Printed or Typed Name of Employee:

Signature of Employee:

Date:

APPENDIX C DEATH AND PERMANENT DISABILITY CALCULATION

BACKGROUND: Discussions were held between the parties relative to how to calculate the death and/or permanent disability pension for officers that die or become permanently and totally disabled as the direct result of bodily injury or occupational disease which arises out of and in the course of employment with the employer. The parties agreed to the following:

1. If employee dies as the direct result of bodily injury or occupational disease which arises out of and in the course of employment the employer; or
2. If an employee becomes permanently and totally disabled as defined below, as a direct result of injury or occupational disease which arises out of and in the course of employment for the employer, for which you have been approved to receive a permanent disability pension according to the applicable Wisconsin statutes then in effect; then upon receipt of satisfactory proof of your death or permanent and total disability, the Hartford will pay you or your estate an amount equal to 2 (two) times your annual rate of earnings subject to a maximum of \$1,000,000.00. Your annual rate of earnings is defined as your regular base salary and any longevity and incentive pay entitlement on your last day of active full-time work at your usual occupation without physical restrictions (i.e., the day immediately preceding the date of said debilitating bodily injury or occupational disease) plus a factored overtime supplement. The factored overtime supplement shall be computed by multiplying the average number of annual overtime hours worked in the previous five (5) years by the hourly factor of the annual rate of earnings. If you have worked for the employer for less than five (5) years, the average will be determined over the time worked.